

BR TC05

Terms and Conditions

To make a booking:

Go to www.host-somerset.co.uk/book-a-room/

1. Introduction

- 1.1. These are the Terms and Conditions that apply when you reserve a room at Brean Sands Self-Catering Accommodation
- When you reserve a room, you are agreeing to adhere to the HPC Code of Conduct
- 1.3. These Terms and Conditions do not cover accommodation booked as part of a meeting room hire or event package. Please see the separate Conference, Events and Functions Terms and Conditions
- 1.4. When you make a reservation, you are confirming your acceptance of these Terms and Conditions
- 1.5. We reserve the right to amend these Terms and Conditions at any time and you should therefore check them regularly. The latest version of our Terms and Conditions can always be found on our website
- 1.6. Rates are subject to change and can be amended at any time. Residents will be notified of any changes in writing.

2. Reservations

- 2.1. To reserve your room please book via the website or email brean@host-somerset.co.uk
- 2.2. Full payment is required at the time of booking to confirm your reservation.
 - 2.2.1. You will need to provide your credit/debit details when making a reservation
 - 2.2.1.1. HOST accepts Visa and MasterCard
 - 2.2.2. Requests to have the bookings paid via ledger account, need to be requested in advance in writing and a PO provided
 - 2.2.3. All apartments must be occupied and confirmed for a HPC Employee
 - 2.2.4. Long-term booking agreement: if your booking is made for 28 nights or longer, a minimum deposit of 4 weeks (28 nights) is required to secure the reservation. You must liaise with the Reservations Team to make this arrangement
 - 2.2.4.1. Bookings under this agreement must always have a minimum of 7 nights credit on the booking
 - 2.2.4.1.1. Failure to meet this requirement will result in the booking being shortened to cover the remaining credit only
 - 2.2.4.1.2. It is your responsibility to adhere to the above agreement and failure to do so will result in your booking being cancelled

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- 2.2.4.1.3. If you have been contacted to remind you to pay for your booking, we reserve the right to release your room into inventory to sell.
- 2.2.4.1.4. If your booking has been shortened and you have not made contact with us, we reserve the right to remove your belongings from the room and store them in a safe location on campus until you are able to collect them.
- 2.2.4.1.5. If there are any extenuating circumstances whereby you cannot pay for your room, you must contact us without delay.
- 2.3. Any extension will be treated as a new booking and will be charged at the relevant rate and subject to the relevant payment terms.
- 2.4. Please check that the details of your reservation are complete and accurate. We will not be liable for any delay or non-performance if you provide us with incorrect information
- 2.5. We will confirm our acceptance of your reservation by sending you a confirmation email to the email address that you provide during the reservation process. The contract between us for the provision of your room and any additional services added to your reservation will be formed when you receive this email confirmation from us
- 2.6. If you require any assistance in evacuating the Accommodation blocks due to either a visible or hidden disability, please inform the Reception Team before or on arrival If you are an agent and wish to book rooms at Brean Sands, you should contact the team directly or book accommodation online on the HOST website

3. Maximum HPC Occupancy

- 3.1. Each apartment type has a maximum occupancy of HPC workers that it can accommodate which all guests must adhere to. The below breakdown is applicable for HPC workers only
- 3.2. Breakdown of the maximum occupancy per room type is as follows:
 - 3.2.1. Studio apartment 1 Person
 - 3.2.2. 1 Bedroom apartment 1 Person
 - 3.2.3. 2 Bedroom apartment 2 People
 - 3.2.4. 3 Bedroom apartment 3 People
- 3.3. Any guests sharing an apartment must provide all personal details to the HOST team. These details will be recorded on the property management system and will be processed in accordance with HOST's Data Processing Policy which can be found on the HOST website www.host-somerset.co.uk
- 3.4. The booking will be managed by the lead guest, and the lead guest will be responsible for any payments and/or amendments
 - 3.4.1. Definition of lead guest; The lead guest is the person who is responsible for making, amending, and paying for bookings. This person is the primary point of contact for all enquiries regarding the booking if they are sharing with other occupants. The lead guest has ultimate responsibility for the reservation, the apartments, and other guest behaviours

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- 3.5. If the maximum occupancy per room type (as listed above) has been breached, all guests will be evicted from the property with immediate effect and will be unable to make any further bookings at any HOST accommodation
- 3.6. If guests are found to be occupying the room but have failed to inform HOST of this, they will be evicted from the property with immediate effect and will be unable to make any further bookings at any HOST accommodation
- 3.7. If you wish to share an apartment, this can only be done so with prior arrangement and confirmation of the HOST Reservations team
- 3.8. Sofa beds should only be used for under 18's during the holiday periods outlined below

4. Adult Visitors

- 4.1. Visitors To Brean Sands
 - 4.1.1. Any bookings made at Brean Sands for visitors must be booked with Reception by visiting the reception desk or emailing Reception743@pontins.com.
 - 4.1.2. A minimum of 24 hours' notice must be provided to Reception.
 - 4.1.3. All visitors must be booked by the lead guest and confirmed by Reception. The lead guest will take full responsibility for all visitors included in their booking
 - 4.1.4. Visitors are permitted to stay in the same apartment as the lead guest only no separate accommodation can be booked for non HPC Workers
 - 4.1.4.1. You must not exceed the maximum occupancy for your room type. Visitors will be declined if maximum occupancy has already been reached
 - 4.1.5. Maximum occupancy for each room type with non HPC visitors is listed below:
 - 4.1.5.1. Studio apartment 1 HPC worker plus 1 adult visitor
 - 4.1.5.2. 1 Bedroom apartment 1 HPC worker plus 1 adult visitor
 - 4.1.5.3. 2 Bedroom apartment 2 HPC workers plus 2 adult visitors
 - 4.1.5.4. 3 Bedroom apartment 3 HPC workers plus 3 adult visitors
 - 4.1.6. Failure to adhere to the maximum occupancy will result in both guests being asked to leave the property with immediate effect and being unable to return to any HOST Accommodation
 - 4.1.7. Full details of all visitors must be provided to the reception team, including the length of time the visitors will be staying
 - 4.1.8. Providing accurate dates and information about the visitors is the responsibility of the lead guest
 - 4.1.9. All visitors are expected to adhere to the HPC Code of Conduct which can be found in your apartment and on the www.teamhinkleyc.com website
 - 4.1.10. Visitors are not permitted to bring a vehicle and park at Brean Sands during their stay, unless otherwise agreed by the HOST Team

5. Under 18

- 5.1. Any requests to accommodate under 18 visitors must be made at least 24 hours prior to the expected arrivals and must be made with reception by either visiting the reception desk or emailing Reception743@pontins.com.
- 5.2. All under 18 visitors must be confirmed by the Reception Team
 - 5.2.1. All visitors must be booked by the lead guest and confirmed by Reception. The lead guest will take full responsibility for all visitors included in their

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booking and is responsible for all occupants of the apartment, whether or not they are residing in the apartment at the time

- 5.3. The lead guest will take full responsibility for under 18 visitors
- 5.4. All visitors under the age of 18 must always be accompanied by an adult
- 5.5. Visitors under the age of 18 are not permitted at any times in the following areas: 5.5.1. Queen Vic bar
- 5.6. The maximum occupancy per room type with under 18s is listed below and under 18 visitors are only permitted to visit during the dates listed in section 2.9:
 - 5.6.1. Studio apartment = Under 18s are not permitted
 - 5.6.2. 1 Bedroom apartment = 2 adults and 2 under 18 visitors OR 1 adult and 3 under 18s
 - 5.6.3. 2 Bedroom apartment = 4 adults and up to 2 under 18 visitors OR 2 adults and up to 4 under 18 visitors
 - 5.6.3.1. If the apartment has more than 1 HPC occupant, and a request has been made to bring a visitor, this can only be approved with agreement from the lead guest
- 5.7. Visitors under the age of 18 are permitted to stay in the same apartment as the booker only and cannot occupy any other apartment
 - 5.7.1. You must not exceed the maximum occupancy for your room type. Visitors will be declined if maximum occupancy has already been reached
- 5.8. Full details must be provided to the reception team including ages of under 18 visitors and the length of their required stay
- 5.9. The duration of stay of any under 18 visitor is limited to the below. Exact dates are available from Reception and are subject to change at any time at HOST's discretion. The periods listed below are based on UK approved holiday dates only and requests outside of these dates will be declined
 - 5.9.1. Holiday 1 (October)
 - 5.9.2. Holiday 2 (December-January)
 - 5.9.3. Holiday 3 (February)
 - 5.9.4. Holiday 4 (April)
 - 5.9.5. Holiday 5 (May-June)
 - 5.9.6. Holiday 6 (July-September)
 - 5.9.7. Each Friday-Sunday (departure by 10am on the Monday morning)
- 5.10. If you are bringing children under the age of 2, and wish to bring a travel cot, please inform the reception team and they will be able to advise if this is suitable for your apartment type

6. Group Reservations

- 6.1. A reservation of ten rooms or more is considered a group booking
- 6.2. For enquiries about a group booking, please call our group and corporate team on 01278 559 429
- 6.3. When group booking details are ready to be confirmed, a Group Booking Form will be issued for review and signature. Upon receipt of the returned Group Booking Form a payment of 25% of the booking total will be required within 7 days. The remaining balance is due no later than 30 days prior to the arrival date
- 6.4. Should group members be responsible for their own accounts, we will require the following information no later than one month prior to arrival:
 - 6.4.1. Full name



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- 6.4.2. SAP number if available
- 6.4.3. Email address
- 6.4.4. Postal address
- 6.4.5. Debit/credit card number
- 6.4.6. Transport to site
- 6.5. Where group booking members are responsible for their own account, when this information is received, HOST will charge the full stay (to a maximum of 28 days) against the individuals' payment card
- 6.6. The HOST cancellation policy will apply thereafter
- 6.7. Should the company request to settle the accounts on behalf of the individual guests, HOST will send the booker an on-boarding credit form which confirms corporate details
- 6.8. In the event the company requests a credit account, approval will be sought from NNB for this. Should a credit account with HOST be approved by NNB, then HOST will issue a reference number which will be used for all future bookings from that company
- 6.9. HOST will request individual guest details one month prior to arrival so that confirmations can be sent out
- 6.10. In the event a company has credit refused full payment via debit/credit card will be requested one month prior to arrival. Should this not be forthcoming the booking will be released

7. Room Prices

- 7.1. Room prices are determined by a pre-agreed structure. When you make a reservation request, HOST will give you a total price for the rooms and number of nights you've requested.
- 7.2. Rooms are priced as per room per night and include the room only
- 7.3. Rates quoted are inclusive of VAT at the applicable rate at the time of your reservation. If the rate of VAT changes between the date of your reservation and the date of your stay, we will adjust the rate of VAT that you pay, unless you have already paid for the reservation in full before the change in the rate of VAT takes effect
- 7.4. HOST may on occasions introduce special rate offers with specific terms of validity
- 7.5. HOST reserves the right to withdraw any such offers without notice
- 7.6. HOST reserve the right to impose a length of stay restriction at any time.
- 7.7. Occupancy is determined by the room type/apartment you have confirmed
- 7.8. You must not exceed the maximum occupancy for the room allocated to you. If you do, you may get evicted

8. Paying for your room

- 8.1. Payment may be made by credit/debit card (Visa or MasterCard). The expiry date of your debit/credit card must be later than the end of your stay
- 8.2. We do not accept personal cheques
- 8.3. If you have an individual booking and you are extending your stay, you may pay with credit/debit card or cash with Reservations. For Group Booking payments, please refer to Section 3 Group Reservations above

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- 8.4. If you are sharing a room with another it is the lead booker who is responsible for payment
 - 8.4.1. Any split payments are to be organised between the guests

9. Cancellations

- 9.1. Individual Bookings Your right to cancel
 - 9.1.1. Rooms may be cancelled by 14.00 hrs, 72 hours in advance of the arrival date and a full refund will be processed to the same debit/credit card as used to make the reservation
 - 9.1.2. A cancellation email will be sent and must be retained as proof of cancellation
 - 9.1.3. If you cancel a reservation within 72 hours of your arrival date you will be charged a cancellation fee equivalent of up to three night's accommodation per room booked and other extras
 - 9.1.4. If you shorten your stay, HOST reserves the right to charge you a cancellation fee equivalent of three nights or the remaining nights on your booking, whichever is the smaller amount. Should your stay not meet the minimum length of stay condition on promotional rate (i.e., 4-27 or 28 nights), HOST will amend the nightly rate for your stay from the applicable promotional long stay rate to the standard short stay for all nights booked under the promotional rate. This includes nights that have already been utilised under the promotional offer
 - 9.1.5. If you amend your reservation, we must be informed 72 hours in advance of the arrival date
 - 9.1.6. If you are already an in-house resident wanting to shorten your reservation and your reservation does not come under the 'No Show' clause, we must be informed 24 hours before 10:00 hours the day prior to your intended departure date for no additional charges to be added to your reservation. If we are informed after such time, you will be charged a cancellation fee equivalent of up to 3 nights or the remaining nights on your booking, whichever is smaller
 - 9.1.7. If you request a name change for a reservation, this will be treated as a cancellation of the original booking and a new booking will be made. In the event we are at full occupancy, we will not be able to replace the name. If we are informed 72 hours in advance of the arrival date before 14:00 hours, a full refund will be processed with the same debit/credit card as used to make the reservation. If we are informed within 72 hours of your arrival date, you will be charged a cancellation fee equivalent of up to 3 nights' accommodation per room booked and other extras
 - 9.1.8. You may wish to take out room cancellation or travel insurance in case you need to cancel your reservation
- 9.2. Group Bookings Your right to cancel
 - 9.2.1. In the event that you need to alter the booking, please telephone our Team on 01278 559 429
 - 9.2.2. For bookings which are cancelled the following cancellation charges apply:9.2.2.1. From 0-7 days prior to the arrival date No refund

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- 9.2.2.2. 8-29 days prior to the arrival date 50% refund
- 9.2.2.3. 30 days or more prior to the arrival date full refund with the exception of any direct costs incurred (and substantiated)

9.3. Our right to cancel

- 9.3.1. We may cancel your reservation at any time with immediate effect by giving you written notice (which includes email) if:
 - 9.3.1.1. you do not pay us when you are required to do so; or
 - 9.3.1.2. you break the contract between us in any other way. If we cancel your reservation where you are at fault, we reserve our legal rights in respect of your breach of contract

9.4. Events outside our control

- 9.4.1. We may also cancel your reservation if an event outside of our control (including but not limited to industrial action, explosion, fire, flooding, failure of power and/or water supplies or emergency evacuation) means that we are unable to make your room available to you
- 9.4.2. In this case, we will contact you to let you know as soon as possible and:
 - 9.4.2.1. If you have already paid for your room, we will refund your payment to you; or
 - 9.4.2.2. If you have not yet paid for your room, you will not have to make any payment to us
- 9.4.3. Save as set out above, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by an event outside of our control. This does not affect your statutory rights

10. No Shows

10.1. If you do not arrive for the first night of your stay, it is your responsibility to inform HOST before 12:00 the next day if you need your room for the remainder of your stay. If you do not contact us, your booking will be cancelled and your first night and 3 additional nights or entire stay, whichever smaller, will be charged

11. Arrival and departure

- 11.1. Rooms are available from 14:00 on the arrival date. Please inform Reservations/Reception if you are likely to arrive after 23:00
- 11.2. Should you arrive prior to 14:00 Brean Sands reserves the right to charge an early check-in fee. Arrival prior to 08:00 may incur a charge for the previous night
- 11.3. You will be asked to present, upon check-in, an acceptable form of photo identification. If you fail to present an acceptable form photo of identification upon check in your reservation will be cancelled and a cancellation fee will apply.
 - 11.3.1. Acceptable forms of identification are: SAP Card (preferred method of ID), passport, driving licence, ID card or police warrant card
- 11.4. Rooms must be vacated by 10:00 on the day of departure. Failure to leave your room by this time may result in a late check-out charge
- 11.5. A late check out may be requested in advance at Reception but will be subject to availability and a charge
- 11.6. Should you have booked a car parking space the same check-in and check-out times as for your bedroom will apply
- 11.7. Room location requests are subject to availability



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- 11.8. Parking: is subject to availability and for residents and authorised visitors only
- 11.9. Nightly charges for car parking may apply
- 11.10. Anyone parking without the proper authorisation and/or payment will be asked to remove their car and room reservations might be cancelled
- 11.11. Car registration numbers must be provided to secure a space
- 11.12. HOST operates a reverse parking policy for vehicles using the car park 11.12.1. Please ensure that vehicles are reversed parked
- 11.13. All users of the car park do so at their own risk. Brean Sands accepts no responsibility for accidents, damage or losses to any vehicles, bicycles or any other property
- 11.14. If parking is not available instructions for alternative parking will be provided

12. Expectations of you

- 12.1. You must not:
 - 12.1.1. Use naked flames in the rooms
 - 12.1.2. smoke anywhere inside any Brean Sand buildings. This includes the smoking of e-cigarettes and vapes. Permitted smoking areas are identified on site. Smoking outside of the designated smoking area will result in future reservations being placed in jeopardy Brean Sands operates a zero tolerance for smoking
 - 12.1.2.1. If evidence is found that you have been smoking in your room, this will result in immediate eviction
 - 12.1.2.2. A cleaning fee will be charged for smoking in a bedroom
 - 12.1.3. Bring any pets onto premises, except for assistance dogs
 - 12.1.4. Bring any potentially dangerous or hazardous materials or equipment onto premises inclusive of any weapon or potential weapon
 - 12.1.5. Tamper with any fire alarms or emergency equipment
 12.1.5.1. This will result in immediate eviction of all guests and visitors
 - 12.1.6. Remove, damage or destroy any property
 - 12.1.7. Use any of the technology provided to download or access any unlawful or obscene material; or
 - 12.1.8. Cause unreasonable disturbance to our other guests or any of the team members working at Brean Sands
- 12.2. You must not resell or transfer your reservation (or any part of it) nor advertise, market or otherwise offer any accommodation for sale either on its own or as part of a combined offer. Brean Sands will not honour any reservations made in this way and does not accept any liability for doing so.
 - 12.2.1. Any suspicion of the above will result in the cancellation of the reservation with immediate effect and the eviction of any associated guests or visitors
- 12.3. If you cause damage or loss of any kind to the property, other guests or their property, any fixture or fittings or otherwise breach any of these Terms and Conditions, Brean Sands reserves the right to:
 - 12.3.1. Hold you responsible for that damage or loss and you shall be liable to pay to on demand the amount required to make good or remedy such damage or loss

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- 12.3.2. Cancel your reservation with immediate effect and (if appropriate) eject you from the premises
- 12.3.3. Retain all sums paid by you and/or charge you the full amount of your reservation; and/or
- 12.3.4. Refuse future reservations from you and/or refuse you entry or accommodation at Brean Sands and any other of HOST the campuses
- 12.4. Brean Sands reserves the right to enter your room if there are concerns around cleanliness, guest welfare or Health & Safety, regardless of whether a 'Do not Disturb' sign is displayed
 - 12.4.1. During your stay, there may be mandatory essential maintenance work required in your room. In these circumstances, you must allow entry to the room
 - 12.4.2. We reserve the right to enter the room even if a 'Do not Disturb' sign is displayed

13. Use of your own equipment

- 13.1. You are permitted to bring electrical items to use in your apartment at your own risk
 - 13.1.1. All goods are your responsibility and neither HOST or Brean Sands accepts responsibility for any loss or damage to your equipment
 - 13.1.2. All goods must be in good, serviceable working order and not modified from the original manufactures design
 - 13.1.3. Use of BBQs are not permitted.
- 13.2. Any disruption or damage to the Apartments through use of your own equipment will be the customers liability. Brean Sands reserves the right to charge the customer for any damage caused

14. Lost Property

- 14.1. If requested, lost property will be forwarded by Brean Sands at the customer's request. Brean Sands excepts no responsibility for costs, damage or late delivery through sending back items
- 14.2. Items may be held by Brean Sands for up to one month only. After which point further use will be made of them

15. General

- 15.1. Your information
 - 15.1.1. We process information about you that you provide when making a reservation and/or upon check in at our campuses in accordance with our privacy policy and cookie policy. By providing this information you consent (on your behalf and on behalf of each member of your company) to such processing and you warrant that all information provided by you is accurate
- 15.2. The contract
 - 15.2.1. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise
- 15.3. Your rights
 - 15.3.1. As a customer you have certain rights under consumer protection legislation. Nothing in these Terms and Conditions is intended to affect those rights

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15.4. Our liability

- 15.4.1. We accept liability for death and personal injury arising from our negligence or that of our employees and agents. We do not seek to exclude our liability for fraudulent misrepresentation by us or our employees or agents
- 15.4.2. We do not accept liability for failure to meet any of our obligations where such failure is due to events beyond our reasonable control
- 15.4.3. If we breach these Terms and Conditions for reasons within our control, we shall only be liable for losses that are direct losses and a reasonably foreseeable consequence of such breach
- 15.4.4. We shall not be liable whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way, for any indirect or consequential losses including:
 - 15.4.4.1. Loss of income, sales or revenue
 - 15.4.4.2. Loss of business
 - 15.4.4.3. Business interruption
 - 15.4.4.4. Loss of profits or contracts
 - 15.4.4.5. Loss of anticipated savings
 - 15.4.4.6. Loss of data
 - 15.4.4.7. Loss of reputation and/or goodwill; or
 - 15.4.4.8. Wasted management or office time
- 15.5. Where we are liable to you (save as prohibited by applicable law) our maximum liability to you whether in contract, tort (including negligence) or for breach of statutory duty shall in no event exceed the price of your reservation unless the Hotel Proprietor's Act 1956 applies, in which case our liability will be limited to the maximum prescribed under that Act

16. Applicable law

- 16.1. These Terms and Conditions, their subject matter and formation (and any non-contractual disputes or claims) are governed by and construed in accordance with English law
- 16.2. If you are a consumer, you and we both agree that the courts of England and Wales will have non-exclusive jurisdiction over any claim arising from, or related to, your reservation and/or stay at any HOST campus. We retain the right to bring proceedings against you for breach of these Terms and Conditions in your country of residence or any other relevant country. If you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland
- 16.3. If you are making a reservation, you and we agree that the courts of England and Wales will have exclusive jurisdiction over any claim arising from, or related to your reservation and/or stay at any HOST campus

17. Severability

17.1. If any part of these Terms and Conditions is deemed invalid, illegal or for any reason unenforceable then that part will be deemed deleted and will not affect the validity and enforceability of the remaining parts. Any failure by us to enforce our rights or remedies under these Terms and Conditions or otherwise shall not be construed as a waiver by us of those or any other rights or remedies



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17.2. All rights not expressly granted in these Terms and Conditions are reserved

18. Contact Us

18.1. If you require further information or have any questions regarding our website or these Terms and Conditions, then please email info@host-somerset.co.uk or telephone us on 01278 559429

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