



DOING BUSINESS IN THE UK

ABL

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Foreword

Doing Business in the United Kingdom is an overview of the most important legal considerations for a foreign individual or organisation wishing to establish business operations in England and Wales.

Druces LLP has been a respected name in the City since 1767. Today, our firm has 18 partners and 65 staff.

Our goal is to provide high-value expertise in the specialist areas of business, finance, and private wealth law. We typically act on high-value deals and disputes, often cross-border.

Our core client base includes banks, investors and entrepreneurs, and other significant businesses, charities, and the independently wealthy. The firm has a strong industry focus on banking and finance, property, health care, fashion, retail, and charities.

Druces LLP is a founding member of the Alliance of Business Lawyers, a worldwide network of law firms that enables us to provide a seamless cross-border service for our clients.

Please note that while this document describes basic aspects of business law in the UK, business laws in Scotland and Northern Ireland may differ. This document is intended as general guidance only and does not constitute or replace legal advice. We would, of course, be happy to answer any questions you may have about the information presented herein.

If you would like further information, please contact Druces LLP.

Druces LLP
Salisbury House, London Wall
London EC2M 5PS - UK

www.druces.com



Toby Stroh, Corporate + Commercial

T: +44(0)20 7216 5564

E: t.stroh@druces.com



Julian Johnstone, Dispute Resolution

T: +44 (0)20 7216 5502

E: j.johnstone@druces.com



Nicholas Brent, Property

T: +44 (0)20 7216 5561

E: n.brent@druces.com



Richard Monkcom, Private Client

T: +44 (0)20 7216 5531

E: r.monkcom@druces.com



Business Structure in the UK

Limited Companies

Limited companies enable the owners, or shareholders, to limit their liability with respect to the debts of the company. Limited companies can either be limited by shares or by guarantee and are designated as either a private or a public limited company.

A foreign company may conduct business in the UK through either a subsidiary or a registered UK establishment. If a business wishes to sell products or services in the UK but does not wish to establish a subsidiary or registered UK establishment, it may do so by way of distributorship or agency agreements entered into with an individual UK citizen.

A registered UK establishment set up by a foreign company will be part of that company and have no separate legal existence. A UK registered subsidiary of a foreign parent company will, however, have a separate legal existence from that company. The parent company will not be liable for the subsidiary's debts or obligations beyond the amount of its share capital unless the parent company has given an express guarantee or indemnity.

A subsidiary can be set up either by directly filing the appropriate forms and paying an incorporation fee, or by acquiring a ready-made company through Druces LLP that has not yet traded and whose initial shares can be transferred into the name of the acquiring parent.

Partnerships

Individuals may conduct business in the UK by means of a partnership. Unlike a company or a limited liability partnership (LLP), a partnership is not a separate legal entity from the individual partners involved; thus, the liability is not limited, and the debts and obligations of the business are the responsibility of the individual partners.

LLPs/Limited Partnerships

An LLP is a form of business entity with limited liability and is a separate legal entity. Since the enactment of the Limited Liability Partnerships Act in 2000, partnerships may trade on the basis of an LLP.

A further variation is a limited partnership (LP), which is not a separate legal entity but is operated by a general (unlimited) partner as an investment vehicle for the limited partners.

Distribution and Agency

If a foreign business wishes to sell its goods or services in the UK but does not wish to establish a subsidiary, branch, or place of business, it may proceed through contractual arrangements such as distribution or agency agreements.

A distribution agreement usually consists of an arrangement whereby the foreign business sells its goods to the distributor, who then re-sells the goods to retailers. In an agency agreement, the agent sells goods on behalf of the foreign business so that ownership of the goods does not pass to the agent.



Financing Business in the UK

Once a foreign business has incorporated a UK company and is operating, one of the principal considerations may be providing the company with a source of finance.

Debt Finance

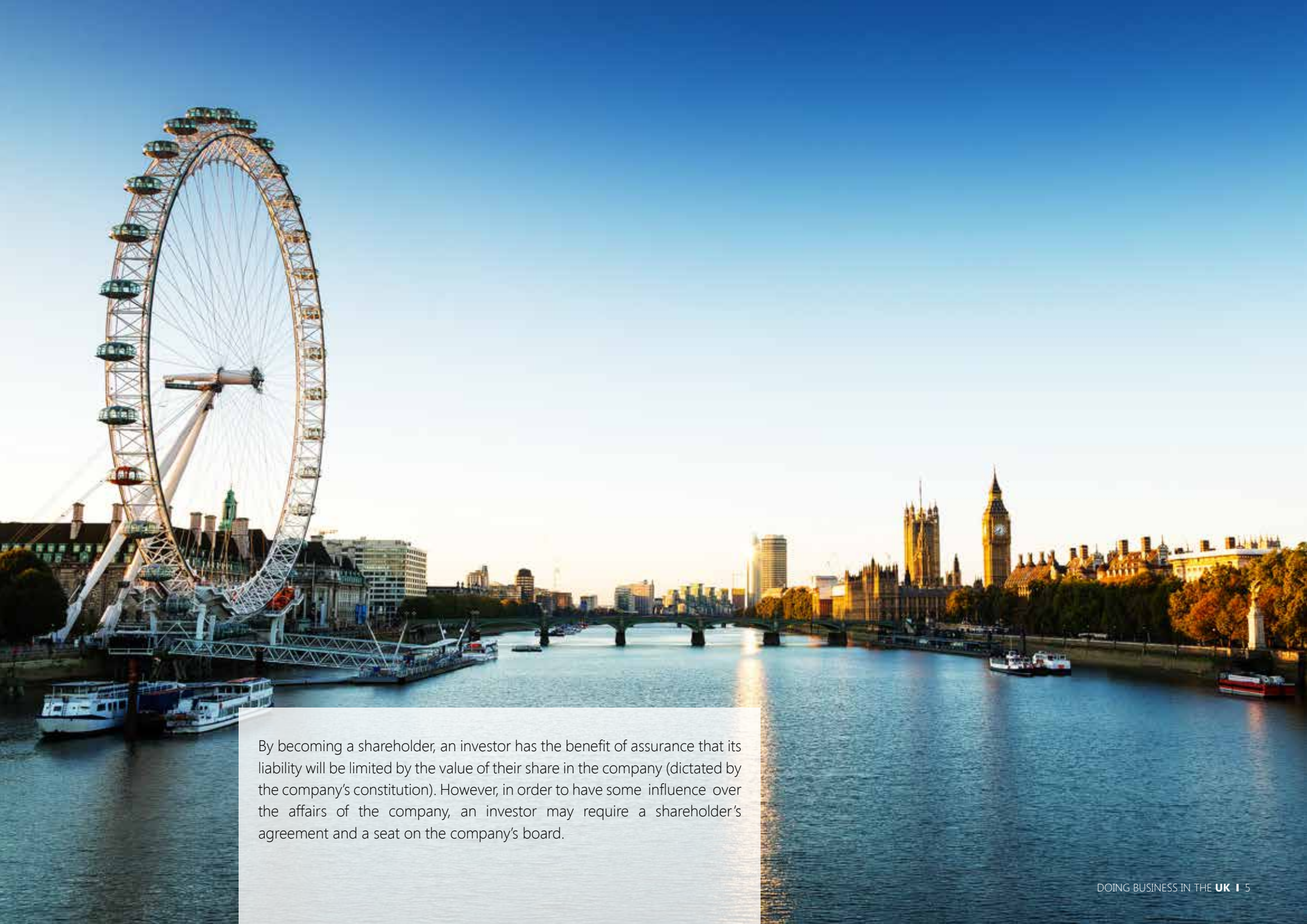
When a company raises money by borrowing, this is known as debt finance. Debt finance is a flexible means of financing a business and may be used for an initial start-up cost, to assist with temporary cash flow issues, or to expand an existing business.

Short-term finance may be provided to a business by a bank facility. The terms are likely to be evidenced by a facility letter or loan agreement stating that the advanced sum, interest, and fees are repayable on demand by the bank.

Medium-term finance is usually provided via a term loan to which the lender's standard terms and conditions apply. These often include repayment schedules and conditions as to how the advanced monies may be used. A term loan is typically payable at the end of the term or, if sooner, on the occurrence of certain events connected with the borrower's solvency and other factors relevant to the borrower's viability. Loan agreements will usually include provisions for interest which will differ according to the loan's purpose and the financial standing of the borrower.

Equity Finance

Limited companies may raise finances by allotting new shares in return for cash or property. In the UK, these will be part of the share capital of the company. Equity finance is regulated by the Companies Act of 2006, whereas debt finance is principally contractual.



By becoming a shareholder, an investor has the benefit of assurance that its liability will be limited by the value of their share in the company (dictated by the company's constitution). However, in order to have some influence over the affairs of the company, an investor may require a shareholder's agreement and a seat on the company's board.



Taxation

Systems of direct and indirect taxation affect corporations in the UK. These include:

- Corporation tax, which is levied on the income and chargeable gains of a company. Corporation Tax becomes due nine months after the end of a company's accounting period. The company must make its own estimate of the tax payable and file its completed tax return, accounts, and computations within 12 months after the end of the accounting period
- Value added tax (VAT), which is charged on supplies of goods and services, including property, and on the importation of goods into the UK

The liability to UK taxation depends upon:

- Whether the company is resident in the UK
- Whether the company is non-resident in the UK but operates an establishment or agency in the UK

A company may be resident in more than one jurisdiction at the same time; it can be treated as resident in another country by taxation authorities and does not prevent the company from being treated as resident in the UK. However, a company regarded as non-resident in the UK for the purposes of any double taxation relief arrangements between the UK and other countries will be treated as non-resident for all tax purposes.

Liability to UK Taxation

- Companies resident in the UK are liable to corporation tax on their worldwide profits and gains.
- Non-resident companies that trade in the UK through an establishment or agency are liable to corporation tax on the trading profits and gains of the UK branch or agency.
- Non-resident companies with no establishment or agency in the UK are liable to income tax at the basic rate on income gained in the UK.



Intellectual Property Protection

A company may develop goodwill and know-how that are classified as intellectual property. It may also market its products or services using a logo with which these become associated. The protection of the company's intellectual property rights is therefore critical to the safeguarding of its success and reputation.

Trademarks

Trade names, brand names, and logos are important to a company and form a valuable part of its assets. Any person, partnership, or company, whether or not a resident in the UK, may apply to protect these assets by means of a registered trademark.

To register a trademark, an application must be made to the Intellectual Property Office. The applicant must decide which classes of goods or services the trademark will protect. There are 34 classes for goods and 11 for services. A fee is payable for each class.

The rights of a trademark owner

The valid registration of a trademark gives the owner the exclusive right to use the trademark in relation to the goods or services for which it is registered.

A trademark owner cannot sue for infringement until the trademark is registered. However, the owner's rights will be backdated to the date of the application for the trademark, so legal action may be taken in response to acts of infringement occurring between the filing date and the date of registration of the trademark.





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Trademark infringement

A trademark may be infringed by the following actions:

- Use of an identical trademark for identical goods or services to those registered
- Use of an identical trademark for similar goods or services
- Use of a similar trademark for identical or similar goods or services to those registered

In the second and third cases, the trademark owner must demonstrate the likelihood that the public would be confused as to the origin of the goods or services.

An identical or similar trademark being used for dissimilar goods or services may infringe a registered trademark if one trademark takes advantage of, or is detrimental to, the character or reputation of another.

Use of the trademark

A registered trademark may be assigned or its use licensed. If a registered trademark is assigned, the assignment must be in writing and may be assigned with or without the goodwill of the business for which it is being used. The assignment may be limited to only some of the goods and services, or to a particular area of the UK.

The same considerations apply to a licence. The licence may either be general or for only some of the goods or services for which the trademark is registered, or only for particular areas of the UK.

Community trademarks

Companies doing business in the UK and throughout the European Economic Area may also apply for the European Union (EU) Community Trademark (CTM), which provides protection throughout the member countries of the EU by means of a single registration. It should be noted that if the validity of the CTM is successfully disputed in one EU country, then the whole of the CTM will fail; it will not be valid in some countries but invalid in others.

Unlike the CTM, which is a single trademark registration providing protection throughout the EEA, the Madrid Protocol establishes a system for the international registration of trademarks. An application may also be made under this protocol whereby one application covers a number of countries both within and outside the EEA.

Passing off

If a trademark is not registered, it may still be possible to take action against someone who uses the trademark on other goods or services without permission. In order to successfully bring action against the passing off of the trademark, it must be established that:

- The person making the claim has a reputation or goodwill with the trademark in question so that members of the public associate the trademark with his goods and/or services.
- There has been actual confusion, or the likelihood of confusion, by members of the public in differentiating between the infringing goods or services and the claimant's goods or services.
- Harm has been caused to the goodwill of the business by the passing off of the trademark.

Patents

Patents are available to protect the design and operation of inventions. To be eligible for a patent, an invention must have the following qualities:

- It must be new and not have been made public in any way, anywhere in the world, before the filing date of the application.
- It must have an inventive step that is not obvious to someone with knowledge and experience in this area.
- It must be capable of being made or used in industry.
- It must not be a discovery; a scientific theory; a mathematical method; a computer programme, a method of performing a mental act, playing a game, or doing business; a new animal or plant variety; a method of treatment of the human or animal body by surgery or therapy; a method of diagnosis; or any invention which would generally be expected to encourage offensive, immoral, or antisocial behaviour.

A patented invention will belong to the inventor unless it has been created by an employee of a business for which it was created; in this case, the patent will belong to the employer.

The rights of a patent owner

A patent will give the patent owner the exclusive right to manufacture, use, import, sell, or otherwise dispose of or licence the patent invention. The patent owner has the right to bring legal action to stop others from exploiting the invention. It is the responsibility of the patent owner to pursue infringers.

Patent infringement

- A patent may be infringed by:
- The making, disposing of, offering to dispose of, using, importing, or keeping the patented product without consent
- The using or offering of the patented process with knowledge, actual or imputed, that such use would constitute an infringement
- Disposing of, offering to dispose of, using, or importing any product obtained directly by means of a patented process or by keeping any such product

Using a patent

As with trademarks, a patent may be licensed or assigned. Assignment of a patent must be in writing and signed by the assignor. A licence need not be in any particular form, and an oral licence will be enforceable; however, it is recommended that oral licences be evidenced in writing.

Copyright

Copyright is the exclusive right of the authors of certain types of original work, including literary, dramatic, musical, and artistic works, to prevent others from copying or exploiting those works without permission.

Copyright is established automatically upon the creation of the work. Therefore, registration is not required for protection in the UK. Copyright does not, however, protect ideas for a work. To be protected, the work must be in a tangible form, such as a design drawing committed to paper or the written word.



The rights of a copyright owner

Copyright gives the owner exclusive rights such as the ability to copy the work; issue copies of the work to the public; or perform, show, or play the work in public. It also gives the owner the right to take legal action to stop others from exploiting the copyright.

Copyright infringement

Copyright is infringed when one of the acts listed above is carried out in relation to the whole or a substantial part of the work without the copyright owner's permission. It is also an infringement of copyright to import, possess in the course of business, sell, or otherwise deal in infringing copies.

Using copyright

Copyright may be assigned and licensed. An assignment of copyright must be in writing and signed by or on behalf the owner. The copyright owner may assign his copyright to a work as a whole or in part.

Licences in copyright may be granted on an exclusive or non-exclusive basis, and although there is no strict requirement that the licence should be in writing, it is advisable that it should be, especially in the case of exclusive licences.



E-commerce, Data Protection, and Freedom of Information

E-commerce

Companies that trade online are subject to UK legislation relating specifically to e-commerce. This includes those who do not use the Internet to sell their goods and services as they are subject to regulations affecting most business websites.

The Consumer Contracts Regulations of 2013 (the Regulations) applies to all contracts for the supply of goods or services to consumers whether concluded in person, on the Internet, by e-mail, or by telephone. The Regulations oblige sellers to provide certain information to customers before the contract is concluded, including price, company name, description of goods, and "cooling-off period." The cooling-off period entitles customers to cancel the transaction for any reason.

The Regulations also apply to businesses advertising online or by e-mail and to those who store electronic content for customers. The Regulations specify what information must be shown on business websites and detail the information that must be made available in cases of online trading. The Regulations also deal with the sending of unsolicited commercial communications such as marketing e-mails and make a range of provisions requiring that such communications be clearly and unambiguously identifiable as unsolicited as soon as they are received.

Data Protection

Companies operating within the UK that process personal data, defined as data that relate to a living individual who can be identified from those data, must do so in accordance with the Data Protection Act of 1988 (DPA). Data must be processed fairly and lawfully, and the DPA sets out a "fair processing code" that requires companies to identify themselves to data subjects (ie, individuals who are the subject of personal data), inform data subjects how the data are to be used and for what purpose, and to give data subjects the opportunity to object to such processing.

Companies that process data are required to make an annual notification to the Office of the Information Commissioner of the types of processing undertaken. Processing without notification constitutes a criminal offence.



Acquiring Property in the UK

There are a number of considerations for an overseas business wishing to acquire property in the UK:

- Location of the property. This will depend on the needs of business such as the proximity to available workforces, markets, or communications. The location will also impact the costs of the property as there are significant regional variations in purchase prices, rental value, and business rates payable to the local authority, together with certain exemptions from Stamp Duty Land Tax (SDLT), depending on the area.
- Tax. There are potentially SDLT and VAT implications when acquiring a property.
- Ownership of the property. There are two types of land ownership in the UK: freehold and leasehold. The decision will again be based on the needs of the business and the type of property involved.
- Cash flow. It is usually necessary to pay a deposit of 10% of the purchase price at the outset to secure the property; thus, funds must be available at this stage. The balance of the price is paid upon completion.

Freehold

A freehold interest on ownership of land is normally acquired by means of a payment of a capital sum. Freehold interests never expire, and the owner has the right to the capital value of the property upon its sale (less the amount of any mortgage).

The owner of the land has the right to transfer the whole or part of its interest to another, as well as the ability to grant a lease of the whole or part.

Leasehold

A leasehold interest is the right to an interest in a property for a fixed period of time and originally derives from the freehold interest.

Leases are negotiable contracts for the use and occupation of the property, which are usually acquired by the payment of an initial capital sum, called a premium; by the payment of a periodic rental payment; or sometimes by a combination of the two. Generally, the longer the lease term, the higher the premium and the lower the rent.

Other Considerations

Planning

When purchasing freehold land or leasing a building for a particular use, it is necessary to check for compliance with all necessary planning permissions and determine whether any other licences or consents may be needed. It will also be necessary to ensure that a proposed use is lawful.

Environmental

There are legal requirements relating to contaminated land, asbestos, and the release of emissions into the air or water which could result in a business being liable for considerable clean-up costs. This is a highly specialised area, and environmental advice should be sought before purchasing a property.



Investment Business

If an overseas company is in a business relating to investments in the UK, the company may need to be authorised under the Financial Services and Markets Act of 2000 (FSMA). Once it is determined that the business amounts to investment activity, the level of supervision, record keeping, and rules depend upon the status of the purchaser of the investment (ie, the customers).

What Is Investment Business?

The following activity constitutes investment business under the provisions of the FSMA:

- Dealing in investments
- Arranging deals in investments
- Managing investments
- Giving investment advice
- Establishing or operating collective investment schemes

A person may be regarded as conducting investment business if he or she engages in investment activity from a permanent place of business that he or she maintains in the UK, or if he or she engages in one or more investment activities in the UK and doing so constitutes the operation of a business in the UK.

Dealing in one's own portfolio or transactions involving large blocks of shares, or dealings between participators in a joint enterprise, will not constitute an investment business under the FSMA. In these cases, a joint enterprise, into which two or more persons enter for commercial reasons relating to business conducted by them, is constituted.





Competition Law

The UK now operates a competition policy regime based on EU competition rules contained in Articles 101 and 102 of the Treaty on the Functioning of the European Union. In both cases, there is a prohibition on agreements or concerted practices between undertakings which have as their objective or effect the prevention, distortion, or restriction of competition within either the UK (for the purposes of the UK competition rules), or within the EU (with respect to the EU rules). In addition, there is also the provision in the EU regime that there must be an effect on trade between EU countries.

The UK and EU regimes both prohibit the abuse of a dominant position in a market in the UK or the EU. There are various exemptions for certain types of agreements such as vertical agreements between manufacturers and wholesalers and those relating to the licensing of patents and know-how. There are also various provisions relating to agreements between small and medium-sized enterprises which are deemed, in certain circumstances, not to have an appreciable effect on trade.





Licensing

In the UK, state control of commercial activity is achieved by a highly developed system of licensing in many areas of everyday life. Generally, licensing in the UK is efficiently issued and maintained, and the licensing process is transparent and uncorrupted.

Licensing may be acquired directly by the UK Government (eg, a licence from the Department of Trade to drill for oil in the North Sea), by a government agency formed for that purpose (eg, the Health and Safety Executive), or by local authorities (eg, a licence to run a nursing home or planning permission to develop property).

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Employment

UK employees enjoy a range of employment rights which are derived both from statute and express and implied contractual rights. The Employment Rights Act of 1996 consolidates the bulk of the statutory provisions relating to employees' rights.

Employment Disputes

Where it has not been possible to settle an employment dispute in the workplace, it may be possible for UK and overseas employees to enforce UK employment rights by making a complaint to an Employment Tribunal, provided the employer has a place of business in the UK.

Termination of Employment

An employee may be dismissed without notice if guilty of gross misconduct, but in other cases, a period of notice must be given by the employer. Minimum notice periods are specified in the Employment Rights Act of 1996.

Unfair Dismissal

Any employee with two years' continuous employment (subject to exceptions) is protected against unfair dismissal and can make a complaint to an Employment Tribunal. Employers may only dismiss an employee for serious reasons such as inadequate job performance or inappropriate conduct, or for redundancy.

The employer must also act conscientiously and reasonably in dismissing the employee (for example, after giving the employee prior formal warnings) and must also follow the statutory dismissal procedure.

Redundancy

Employees are entitled to be consulted on collective redundancies where more than 20 employees are made redundant within a 90-day period.

An employee dismissed due to redundancy may be entitled to a statutory redundancy payment if he or she was employed for at least two continuous years. The amount of the payment depends on the length of service, salary, and age of the employee.

Discrimination

If an employee is subject to employment discrimination on the grounds of age, sex, race, disability, sexual orientation, religion, or creed, he or she may make a complaint to an Employment Tribunal. Discrimination legislation also covers sexual harassment and gender reassignment.

There is no maximum limit to the compensation that an Employment Tribunal may award in discrimination cases.

Work Permits and Taxation

Individuals who are nationals of EEA countries are free to seek employment in the UK without having to obtain a work permit. Depending on whether an individual is seconded to or resides in the UK, different taxation and social security rules apply.



Dispute Resolution

Courts

The English court system includes a number of specialist courts for dealing with commercial disputes including in particular the Commercial Court which handles higher value cases involving international trade, commodities, banking and financial services, insurance and arbitration. The judges in the Commercial Court are usually former senior barristers with a great deal of experience of international commercial disputes.

A party to English court proceedings should be aware of:

- In many cases, the only connection with England is the choice of English law in the contract, with neither party from the UK
- The court fee for issuing a claim over £200,000 is £10,000
- All parties are required to give full disclosure of all relevant documents; this obligation is more onerous than in most civil law jurisdictions
- Evidence is given by witness statement, and the witness will usually be cross-examined by the opponent's barrister in court at trial; the judge typically plays a less active role than in the civil law system. It is adversarial not inquisitorial.
- Trials are conducted by specialist lawyers called barristers (counsel) or solicitor-advocates who work closely with the solicitors' team but are independent.
- The losing party is generally ordered to pay the winning party's legal costs including solicitors', barrister's and court fees. The amount recovered is usually about 2/3rds, but it can be higher or lower.
- Timings vary very much from court to court and depending on the complexity of the dispute, but a typical time frame from issuing the Claim Form to Trial for a one week trial is 12 to 18 months.

Arbitration

London is one of the world's leading centres for international arbitration. Procedure is governed largely by the Arbitration Act 1996 together with the Arbitral Rules if any chosen by the parties. The main Arbitral Institutions are the London Court of International Arbitration and the Chartered Institute of Arbitrators. A large number of ICC arbitrations also have their seat in London. Many Trade Associations are based in the City.

The Commercial Court is the court to which arbitration applications may be made.

Appeals on points of law are available only in limited circumstances and permission of the court must be obtained.

The United Kingdom is party to the New York Convention and arbitration awards made in London should be readily enforceable in other member states.

A London arbitration award may also be registered as a court judgment and enforced in other jurisdiction with which the United Kingdom has bi-lateral enforcement arrangements.



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Contacts

—• **Druces LLP**

Salisbury House, London Wall
London EC2M 5PS - UK
Tel.: +44(0)20 7216 5564
t.stroh@druces.com
www.druces.com

—• **Sofie Pintjens**

Network Coordinator
info@ablglobal.net
Tel: +32 478 965 083