

Settlement Agreement

Commerce Commission

Quadsaa Pty Limited

Parties

Commerce Commission a statutory body established under s 8 of the Commerce Act 1986
(Commission)

Quadsaa Pty Limited is an overseas Australian Securities and Investments Commission registered company, registered at 34 Nerang Street, Southport, QLD 4215, Australia with its principal place of business in New Zealand being 06 Clayton Street, Newmarket, Auckland 1023, New Zealand (**Quadsaa**)

(collectively the **Parties**)

1 Introduction

- 1.1 This Agreement records the terms on which Quadsaa and the Commission have agreed to resolve the Commission's proceedings taken against Quadsaa under the Credit Contracts and Consumer Finance Act 2003 (**CCCFA**).
- 1.2 This Agreement will be made public by the Commission (including on the Commission's website).

2 Interpretation

- 2.1 For the purposes of this Agreement, in addition to those terms defined within the body of this Agreement:

Agreement means this Settlement Agreement.

Costs of Borrowing has the same meaning as defined in s 5 of the CCCFA.

Days means working days as defined in High Court rule 1.3.

Debtors means the 21 debtors named in Schedule One to the Statement of Claim filed in the proceeding CIV-2019-404-1593.

Payments means the Costs of Borrowing for the Relevant Loans as calculated in accordance with clause 4.4 below.

Relevant Loans means the loans advanced by Quadsaa to the Debtors during the Relevant Period as set out in Appendix Three to this Agreement.

Relevant Period means the period between 7 February 2017 and 2 June 2017 inclusive.

Write-offs means the entire outstanding loan balances (including the loan principal and Costs of Borrowing) to be written off by Quadsaa for the Relevant Loans as calculated in accordance with clause 4.4 below.

3 Basis of settlement

Investigation and Proceeding

- 3.1 Quadsaa (which trades in New Zealand under the name “Pretty Penny Loans”, and is also known as PPL) was one of seven short term lenders whose lending practices were examined during the Commission’s review of the responsible lending practices of high cost short term lenders in New Zealand.
- 3.2 Following the review, the Commission commenced an investigation to determine whether Quadsaa had breached any of the lender responsibility principles in the CCCFA.
- 3.3 On 9 August 2019 the Commission commenced High Court civil proceedings against Quadsaa (CIV-2019-404-1593) (**Proceeding**).
- 3.4 The Proceeding issued by the Commission alleged:
- (a) during the Relevant Period Quadsaa breached the lender responsibility principles in s 9C(1) via ss 9C(2)(a)(ii), 9C(3)(a)(i) and 9C(3)(a)(ii) of the CCCFA by:
 - (i) failing to exercise the care, diligence and skill of a responsible lender before entering into an agreement to provide credit to the Debtors;
 - (ii) failing to make reasonable inquiries so as to be satisfied that it was likely that the credit provided under agreements met the Debtors’ requirements and objectives; and
 - (iii) failing to make reasonable inquiries before entering into consumer credit contracts with the Debtors so as to be satisfied that it was likely that the Debtors would make payments under the agreement without suffering substantial hardship;
 - (b) from September 2016 to 9 August 2019 Quadsaa breached s 9C(1) via s 9C(2)(a)(i) of the CCCFA by failing to exercise the care, diligence and skill of a responsible lender in advertisements for providing credit under an agreement;
 - (c) during the Relevant Period Quadsaa breached s 9C(1) via s 9C(3)(e)(i) of the CCCFA by failing to ensure that its agreements with the Debtors, to which Part 5 of the CCCFA applies, were not oppressive; and
 - (d) during the Relevant Period Quadsaa breached s 9C(1) via s 9C(3)(e)(iii) of the CCCFA by inducing the Debtors to enter into the agreements by oppressive means.
- 3.5 Quadsaa has defended the Proceeding and denied the allegations set out in paragraph 3.4.

Basis of resolution

- 3.6 Following discussions between the Parties, the Commission has concluded, based on the Solicitor-General’s Prosecution Guidelines and its Enforcement Criteria, that it would be in the public interest for it to resolve the Proceeding on the basis that:

- (a) The Commission agrees to discontinue the Proceeding in accordance with clause 4.21 below.
 - (b) Quadsaa agrees to pay the Payments to the Debtors and implement the Write-offs.
 - (c) Each party will bear its own costs of the Proceeding.
 - (d) Quadsaa will give enforceable undertakings to the Commission under s 113 of the CCCFA, via sections 74A to 74C of the Commerce Act 1986, in the form set out at **Appendix Two** to this Agreement, as set out in clause 4.2 below (**Enforceable Undertakings**).
 - (e) The rights of Debtors are not compromised by this Agreement, as set out in clause 5.2 below.
- 3.7 For its part, Quadsaa has decided to resolve the Proceeding because it is no longer lending in New Zealand.

4 Terms of settlement

- 4.1 The Parties have agreed to resolve the issues arising out of the Proceeding on the terms set out below.

Enforceable Undertakings

- 4.2 At the same time as the execution of this Agreement, Quadsaa will give the Enforceable Undertakings to the Commission.

Payment of costs

- 4.3 Each party will bear their own costs of the Proceeding.

Settlement Amount

- 4.4 Quadsaa agrees to pay the Payments to the Debtors, and implement the Write-offs, in accordance with clauses 4.5 to 4.10 below and to be calculated as follows:
- (a) Where a Debtor has repaid their loan balance to Quadsaa in full (that is, both the loan principal and the Costs of Borrowing have been repaid to Quadsaa), Quadsaa will pay the Costs of Borrowing for that loan to the Debtor.
 - (b) Where the Debtor has made no repayments on their loan balance (that is, the Debtor has not paid any of the loan principal or the Costs of Borrowing), Quadsaa will not make any payment to the Debtor but will instead write-off the entire outstanding loan balance for that loan (including the loan principal and Costs of Borrowing).
 - (c) Where the Debtor has partially repaid their loan balance, Quadsaa will pay the Debtor the amount they have repaid over and above the loan principal (if any) and will write-off the entire outstanding loan balance for that loan (including the loan principal and Costs of Borrowing).

- (d) If Quadsaa has already written off a Debtor's loan balance, it will not reverse that write off.
- 4.5 Within three Days of execution of this Agreement, Quadsaa will send the Commission:
- (a) a summary of the Payments and Write-offs due to the Debtors for each of the Relevant Loans (**Quadsaa's Calculations**); and
 - (b) the most up to date statements of account for each of the Relevant Loans.
- 4.6 Within 10 Days of receiving Quadsaa's Calculations and the statements of account in accordance with clause 4.5 above, the Commission will advise Quadsaa whether it:
- (a) agrees with Quadsaa's Calculations; or
 - (b) disputes Quadsaa's Calculations, in which case the Commission will provide Quadsaa with a summary of what it considers are the correct Payments and Write-offs due to the Debtors for each of the Relevant Loans (**Commission's Calculations**).
- 4.7 If the Commission confirms its agreement with Quadsaa's Calculations under clause 4.6(a) above, within three Days of receiving that confirmation under clause 4.6(a) above, Quadsaa will:
- (a) deposit the Payments into [REDACTED] (**its Solicitors**) trust account to be held on trust for payment to the Debtors as provided for by clauses 4.12 and 4.13 below, such instructions being irrevocable; and
 - (b) implement the Write-offs.
- 4.8 If the Commission disputes Quadsaa's calculations under clause 4.6(b) above, then within three Days of the date of the Commission's notice disputing Quadsaa's Calculations under clause 4.6 Quadsaa will either:
- (a) advise the Commission that it accepts the Commission's Calculations; or
 - (b) at its own expense:
 - (i) instruct [REDACTED] to:
 - (A) review the statements of account for each of the Relevant Loans; and
 - (B) within 20 Days of the notification at clause 4.6(b) above, provide a report to the Commission and Quadsaa setting out its calculations of the Payments and Write-offs (**[REDACTED] Calculations**) (such calculations to be accepted by the Commission and Quadsaa as the correct amounts for Payments and Write-offs); and
 - (ii) provide all statements of account, and any other documentation [REDACTED] says it requires, to [REDACTED] to allow it to undertake the required review.
- 4.9 Within three Days of Quadsaa advising the Commission that it accepts the Commission's Calculations under clause 4.8(a) above, or receiving the [REDACTED] Calculations under clause 4.8(b)(i)(B) above, Quadsaa will:

- (a) deposit the Payments into its Solicitors' trust account to be held on trust for payment to the Debtors as provided for by clauses 4.12 and 4.13 below, such instructions being irrevocable; and
- (b) implement the Write-offs.

Payment to Debtors

4.10 Quadsaa will:

- (a) make the necessary inquiries to enable payments to be made to the Debtors in accordance with clauses 4.11 to 4.15 below; and
- (b) instruct its Solicitors to make the payments in accordance with clauses 4.11 to 4.15 below, such instructions being irrevocable.

4.11 Within five Days of depositing the Payments into its Solicitors' trust account in accordance with clause 4.7 above or clause 4.9 above, Quadsaa shall send an email and SMS to the contact details held for each Debtor advising:

- (a) that Quadsaa has entered into this Agreement with the Commission;
- (b) the specific amount payable by Quadsaa to the Debtor, and/or the amount of the loan balance to be written-off as applicable;
- (c) that the Debtor should direct Quadsaa as to how to pay him or her the payment relating to that Debtor (for example by providing a bank account number, or requesting payment by cheque); and
- (d) a Quadsaa contact email address and phone number for any Debtors who have any queries (which must be a contact email address that is monitored by Quadsaa and a phone number with a voicemail facility that is checked regularly).

4.12 If Quadsaa obtains instructions from any Debtor as to a nominated bank account into which the payment due to that Debtor under this Agreement can be paid, Quadsaa shall, within five Days of receiving that instruction, pay that Payment to the Debtor by instructing its Solicitors to direct credit the relevant nominated account.

4.13 If Quadsaa obtains instructions from any Debtor to pay the payment due to that Debtor under this Agreement via cheque, Quadsaa shall, within five Days of receiving that instruction, pay that payment by instructing its Solicitors to issue a cheque to that Debtor.

4.14 To the extent that Quadsaa cannot establish contact with a Debtor using the methods in 4.11 above, Quadsaa shall use reasonable endeavours to locate and contact those Debtors, including but not limited to:

- (a) telephoning the Debtor and if necessary leaving a voicemail message;
- (b) sending further SMS and emails to the Debtor;
- (c) using searches of Google, Facebook, White Pages and/or the electoral roll to locate the Debtor; and

- (d) taking any other steps that Quadsaa would usually take to locate and contact a non-paying debtor.

4.15 The Parties will proceed as per clause 4.19 below if, eight weeks after the step at clause 4.11 above:

- (a) there are any Debtors who Quadsaa cannot locate after using reasonable endeavours as required under clauses 4.11 to 4.14 above; or
- (b) there are any Debtors who have not provided payment instructions in accordance with clauses 4.11 to 4.13 above.

Bankrupt Debtors

4.16 Notwithstanding clauses 4.11 to 4.15 above, if any Debtors who are entitled to receive a payment from Quadsaa under this Agreement are bankrupt, Quadsaa will pay the relevant payment (via its Solicitors' trust account in accordance with clause 4.10(b) above) to the Official Assignee, unless otherwise agreed with the Official Assignee.

Deceased Estates

4.17 Notwithstanding clauses 4.11 to 4.15 above, if Quadsaa learns that any Debtors who are entitled to receive a payment from Quadsaa under this Agreement are deceased:

- (a) Quadsaa shall use reasonable endeavours to contact the representative(s) of the deceased Debtor and write to the representative(s) of the deceased Debtor informing them of the entitlement to the payment; and
- (b) pay the payment due to that Debtor by instructing its Solicitors to make a payment (in accordance with clause 4.10(b) above) at the direction (if any) of the representative(s) of the deceased Debtor; or
- (c) if the representative(s) of the deceased Debtor has not contacted Quadsaa within 6 weeks of Quadsaa's last attempt to contact them, the Parties will proceed as set out at paragraph 4.19 below in relation to the payment due to that Debtor.

4.18 Eight weeks after Quadsaa takes the step in clause 4.11 above, Quadsaa undertakes to provide a report to the Commission (**Payment Update**) confirming:

- (a) the progress it has made in distributing the Payments, including a summary of the payments made to the Debtors pursuant to this Agreement;
- (b) the steps taken to locate any Debtors who did not respond to Quadsaa's email and SMS sent in accordance with clause 4.11 above, including the steps it has taken to comply with clause 4.14 above; and
- (c) a summary of any payments that Quadsaa has been unable to pay to a Debtor as at the date of the Payment Update, either because Quadsaa cannot locate the Debtor after using reasonable endeavours as required under clauses 4.11 and 4.14 above, or because the Debtor has not provided payment instructions in accordance with clauses 4.12 and 4.13 above.

- 4.19 Within five Days of receiving the Payment Update the Parties will consider the amount of any money which remains unpaid to the Debtors, and will agree whether that remaining unpaid amount will be either:
- (a) treated as unclaimed money under the Unclaimed Money Act 1971; or
 - (b) paid to a charity to be agreed with the Commission.
- 4.20 Other than the Payments, in no circumstances is Quadsaa required to pay any further amounts to the Commission or the Debtors under this Agreement.

Discontinuance

- 4.21 Within 1 Day of the Commission receiving confirmation of the payment required under clauses 4.7 or 4.9 above, the Commission will file a notice of discontinuance, discontinuing the Proceeding, in the form set out at **Appendix One**.

5 Other Proceedings

- 5.1 This Agreement is entered into without prejudice to the rights of the Debtors in respect of the alleged breaches, which rights the Commission is not compromising on their behalf.
- 5.2 Nothing in this Agreement will limit or affect the ability of:
- (a) the Commission to issue new proceedings in respect of matters related to the Proceeding in the event Quadsaa breaches any terms of the Enforceable Undertakings;
 - (b) the Commission to issue proceedings against Quadsaa in respect of matters not related to the Proceeding, or in respect of conduct Quadsaa engages in after the date of this Agreement, or for breach of this Agreement or the Enforceable Undertakings; and
 - (c) any person who has not consented to be bound by the terms of this Agreement from pursuing any rights that person considers would be available to them arising from matters contained in this Agreement.

6 Public statements

- 6.1 Subject to clauses 6.2 and 6.3 below, the Parties may make public statements in relation to the settlement after this Agreement has been executed. The Parties agree that any public statements relating to the Proceeding will be made in good faith and be consistent with the spirit and intent of this Agreement.
- 6.2 Quadsaa understands that this Agreement does not prevent the Commission from making any public statement regarding its views of whether the alleged conduct by Quadsaa at issue in the Proceeding may, in the Commission's view, amount to a breach of the CCCFA.

- 6.3 Except as required by law, Quadsaa agrees that it will not make any public comment in relation to this Agreement or the Proceeding until after the Commission has issued any media comment notifying the public of this settlement.
- 6.4 The Parties agree to provide written copies of their initial press release to the other party at least one hour in advance of their release to allow the other party the opportunity to comment. A party will not be obliged to accept the comments of the other party.

7 Miscellaneous

- 7.1 The Commission acknowledges that some of the information provided by Quadsaa in the course of the investigation and Proceeding may be confidential and/or commercially sensitive and/or subject to privilege. The Commission agrees that, if it receives a request pursuant to the Official Information Act 1982 that covers or might cover and/or record or reveal all or some of that information it will notify Quadsaa of that request and will consult with Quadsaa as to whether there are grounds for the requested material to be withheld under Part 1 of the Official Information Act 1982.
- 7.2 Each party will meet its own expenses incurred in the course of performing its obligations under this Agreement.
- 7.3 The Parties agree to take such steps as are necessary or desirable to give full effect to the terms of this Agreement, and to demonstrate good faith in performing their obligations under this Agreement and in resolving any issues arising under this Agreement.
- 7.4 If necessary or desirable, the payment processes required to give full effect to the terms of this Agreement may be amended by agreement of the Parties.
- 7.5 The Parties by written agreement may vary any of the time periods stipulated in this Agreement, in which instance all other dependent time periods will be extended by the same amount of time.
- 7.6 Where Quadsaa or the Commission take any step in the payment process of this Agreement late, all dependent dates shall be extended by the same period.
- 7.7 This Agreement will be governed by, and construed in accordance with, the laws of New Zealand.
- 7.8 The Parties agree that the New Zealand Courts will have exclusive jurisdiction to determine any proceedings arising out of or in connection with this Agreement and the matters to which it relates, including any proceedings brought by the Commission for breach of this Agreement or the Enforceable Undertakings by Quadsaa.
- 7.9 For the purposes of clauses 5.2(a) and 5.2(b) above, Quadsaa will accept service by hand delivery to [REDACTED], being a method of service agreed for the purposes of r 6.13 High Court Rules and s 389(1)(e) of the Companies Act 1993.
- 7.10 In the event Quadsaa's registered office address (as recorded on the Australian Securities and Investments Commission register) changes, within five Days Quadsaa will give notice to the Commission of that new address.

- 7.11 This Agreement constitutes the entire agreement between the Parties in relation to resolving the Proceeding. It supersedes all prior communications, understandings or representations whether oral or written between the Parties.
- 7.12 No amendment to this Agreement will be effective unless it is in writing and signed by both of the Parties.
- 7.13 Any failure by any party to enforce any provision of this Agreement at any time will not operate as a waiver of that provision in respect of that act or omission or any other act or omission.
- 7.14 Any person signing this Agreement on behalf of one of the Parties warrants that by signing they have all the necessary authority from that party to sign this Agreement on their behalf.
- 7.15 The Parties may enter into this Agreement by signing any number of counterparts, each of which will be treated as an original. All of the counterparts taken together will constitute a single document. A party may execute this Agreement by one signatory executing one counterpart and another signatory executing a different counterpart. A party's delivery of a signed pdf counterpart of this Agreement by email will have the same legal effect as that party's delivery of a signed original counterpart.
- 7.16 Save as provided for by clause 7.9 above, any notice or communication that is given or served under or in connection with this Agreement must be given in writing in the following manner:

- (a) If addressed to the Commission, by hand delivery or email to the following address:

Commerce Commission
Level 9
44 The Terrace
Wellington 6011

Attention: [REDACTED]

Email: [REDACTED]

- (b) If addressed to Quadsaa, by hand delivery at, or registered mail to, its registered office address (for the time-being as recorded below), or email to the following address:

Quadsaa Pty Limited
34 Nerang Street
Southport
QLD 4215
Australia

Attention: [REDACTED]

Email: [REDACTED]

Execution

Signed by and on behalf of New Zealand
Commerce Commission



Chair



New Zealand Commerce Commission

Signed by and on behalf of Quadsaa Pty
Limited



Director/authorised signatory



Quadsaa Pty Limited

Appendix One


Notice of discontinuance

To: The Registrar of the High Court at Auckland

- 1 The plaintiff, the Commerce Commission, discontinues this proceeding against Quadsaa Pty Limited.
- 2 The defendant, Quadsaa Pty Limited, consents to the discontinuance of the proceeding with no issue as to costs.

Date:

.....
L C A Farmer | V Fowler
Solicitor for the Plaintiff

.....

Solicitor for the Defendant

Appendix Two

Undertakings to the Commerce Commission under s 113 of the Credit Contracts and Consumer Finance Act 2003

1 Persons giving undertakings

- 1.1 These Undertakings are given to the Commerce Commission (**Commission**) for the purposes of s 113(aa) of the Credit Contracts and Consumer Finance Act 2003 (**CCCFA**) by Quadsaa Pty Limited, an overseas Australian Securities and Investments Commission registered company, registered at 34 Nerang Street, Southport, QLD 4215, Australia with its principal place of business in New Zealand being 06 Clayton Street, Newmarket, Auckland 1023, New Zealand (**Quadsaa**).

2 Background

- 2.1 The background to this matter is set out within a Settlement Agreement between the Commission and Quadsaa dated 29 June 2020 (**Settlement Agreement**).
- 2.2 In these Undertakings:
- (a) **Costs of Borrowing** has the same meaning as in the Settlement Agreement;
 - (b) **Debtors** has the same meaning as in the Settlement Agreement;
 - (c) **Payments** has the same meaning as in the Settlement Agreement; and
 - (d) **Write-offs** has the same meaning as in the Settlement Agreement.
- 2.3 Quadsaa agrees to pay the Payments to the Debtors, and implement the Write-offs, to be calculated as follows:
- (a) Where a Debtor has repaid their loan balance to Quadsaa in full (that is, both the loan principal and the Costs of Borrowing have been repaid to Quadsaa), Quadsaa will pay the Costs of Borrowing to the Debtor.
 - (b) Where the Debtor has made no repayments on their loan balance (that is, the Debtor has not paid any of the loan principal or the Costs of Borrowing), Quadsaa will not make any payment to the Debtor but will instead write-off the entire outstanding loan balance for that loan (including the loan principal and Costs of Borrowing).
 - (c) Where the Debtor has partially repaid their loan balance, Quadsaa will pay the Debtor the amount they have repaid over and above the loan principal (if any) and will write-off the entire outstanding loan balance for that loan (including the loan principal and Costs of Borrowing).
 - (d) If Quadsaa has already written off a Debtor's loan balance, it will not reverse that write off.

3 Purpose of the Undertakings

- 3.1 These Undertakings are given by Quadsaa in order to provide the Commission with a means to enforce the guarantee that Quadsaa will not engage in the conduct at issue in proceeding CIV-2019-404-1593.

4 Undertakings

- 4.1 Quadsaa undertakes to the Commission it will, within the time periods set out within the Settlement Agreement:
- (a) deposit the Payments into [REDACTED] (its Solicitors) trust account; and
 - (b) implement the Write-offs; and
 - (c) make the necessary inquiries to enable the Payments to be made to the Debtors; and
 - (d) instruct its Solicitors to make the Payments, such instructions being irrevocable.
- 4.2 Quadsaa further undertakes to the Commission that:
- (a) It will not advertise, invite applications for, or enter into consumer credit contracts with any new, existing or previous customers in New Zealand;
 - (b) It will not provide information it holds on any New Zealand customer (whether previous or existing) to any third party, save to the extent necessary to give effect to the terms of the Settlement Agreement and/or save as required by law;
 - (c) Any loan balances outstanding at the time Quadsaa gives notice to the Registrar of Companies to remove it from the New Zealand Companies Register will be written off;
 - (d) It will notify the Commission in writing if it intends to sell or transfer any or all of its existing New Zealand loan book at least 10 working days in advance of any such transaction occurring, such notification to include:
 - (i) The date of the proposed transfer or sale;
 - (ii) The contact details of the new creditor; and
 - (iii) Details of the loans affected by the transfer or sale; and
 - (e) It will not own or operate any website (including, for the avoidance of doubt, the website <prettypenny.co.nz>) that includes functionality that invites customers in New Zealand to apply for a new loan

5 Effect of the Undertakings

- 5.1 The Undertakings are Court enforceable undertakings in terms of s 113(aa) of the CCCFA.

6 Commencement of the Undertakings

- 6.1 The Undertakings come into effect when:
- (a) executed by Quadsaa; and
 - (b) the Commission confirms its acceptance of the Undertakings.

7 Duration of the Undertakings

- 7.1 These Undertakings will continue to have effect for five years from the date of execution.

8 Compliance with the Undertakings

- 8.1 If Quadsaa becomes aware of a breach of these Undertakings, whether advertent or inadvertent, it will notify the Commission within seven days of becoming aware, giving full particulars of the breach.
- 8.2 For the avoidance of doubt, nothing in paragraph 8.1 above prevents the Commission from directly seeking any information from Quadsaa at any time for the purpose of checking compliance with the Undertakings.


9 Miscellaneous

- 9.1 No amendment to the Undertakings will be effective unless it is in writing, executed by Quadsaa, and signed as accepted by the Commission.
- 9.2 These Undertakings are properly executed if each of Quadsaa and the Commission signs the same copy, or separate identical copies of the execution page. Where separate copies are signed by Quadsaa or by the Commission, the signed copy can be the original document, or a faxed or emailed copy.
- 9.3 Quadsaa acknowledges that:
- (a) The Commission will make the Undertakings publicly available including by publishing them on the Commission's enforcement response register on its website.
 - (b) The Commission may, from time to time, make public reference to the Undertakings including in new media statements and in the Commission's publications.

- (c) Nothing in the Undertakings is intended to restrict the right of the Commission, or the right of any other person, to take action under the CCCFA or any other statute or law.


Execution


Signed by and on behalf of **Quadsaa Pty Limited**


Director/authorised signatory


Name

In the presence of:


Signature of witness


Name of witness

Assistant
Occupation

Gold Coast, Australia
City/town of residence

25/06/2020
Date

Acceptance

Signed by and on behalf of the Commerce
Commission by:



Chair



New Zealand Commerce Commission

Appendix Three

Loans with Repayments or Write-offs

		Loan Start Date
1	[REDACTED]	17/05/2017
2	[REDACTED]	1/05/2017
3	[REDACTED]	9/05/2017
4	[REDACTED]	25/05/2017
5	[REDACTED]	25/05/2017
6	[REDACTED]	2/06/2017
7	[REDACTED]	9/05/2017
8	[REDACTED]	1/05/2017
9	[REDACTED]	2/06/2017
10	[REDACTED]	17/05/2017
11	[REDACTED]	17/02/2017
12	[REDACTED]	10/02/2017
13	[REDACTED]	7/02/2017
14	[REDACTED]	20/03/2017
15	[REDACTED]	27/02/2017
16	[REDACTED]	16/02/2017
		1/05/2017
		5/05/2017
17	[REDACTED]	19/02/2017
		3/04/2017
		25/05/2017
18	[REDACTED]	16/02/2017
		17/05/2017
19	[REDACTED]	9/05/2017
		2/06/2017
20	[REDACTED]	15/02/2017
		9/05/2017
21	[REDACTED]	7/02/2017
		17/05/2017