



PROPERTY DISPOSAL GUIDE

For SIPP Properties



Your Future SIPP
Suffolk Life MasterSIPP
Suffolk Life SIPP
Curtis Banks SIPP
Curtis Banks Full SIPP

curtisbanks.co.uk

This guide is intended to provide information on our disposals process. Disposals include a sale of whole or part of the property, or a transfer to another pension scheme.

It is important to note that this is a guide only and all property transactions must be assessed on a case by case basis in order to ensure compliance with HMRC regulations and Curtis Banks own due diligence requirements.

You may choose to sell the property at any time. Curtis Banks has specific requirements which must be satisfied before the sale of the property is completed.

Please complete and sign the disposal form at the end of this guide and return it to us. This is your request to Curtis Banks to begin the sale process.

Our Property New Business Team will be your main point of contact for the disposals process. The team can be contacted on 01473 296 962 or alternatively via email at buyingproperty@curtisbanks.co.uk

Accessing our services

If you experience difficulties accessing any of our services due to personal circumstances, we may be able to make some adjustments to help you. Please contact our SIPP Support Team on 01473 296 969 or sippsupportteam@curtisbanks.co.uk to discuss any support adjustments that may be available to you.

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1 Marketing the property

You and your syndicated members may appoint an agent to market the property for sale. Please ensure the lead member informs Curtis Banks of any proposed sale and provides details of the agent to us for our records.

If terms of business are required to be signed, please ensure you and your syndicated members are happy with the terms, including the agent's fee, and direct the agent to send the terms of business to Curtis Banks for signature on behalf of your SIPP.

If you are negotiating a sale directly with a potential buyer, it is acceptable to do so and simply notify Curtis Banks once an agreement has been reached. Assuming the buyer is an unconnected party we will not require a full valuation to be undertaken however we will request confirmation from an agent that the terms of the sale are reflective of an arm's length transaction. Where the parties are connected the sale price will need to reflect market value, to be advised by a RICS registered valuer, in order to comply with HMRC regulations.

2 Auction

If required, the property may be placed for sale via auction.

You and your syndicated members may seek an auctioneer. Before a reserve price is agreed please ensure that you seek Curtis Banks approval. We will need to ensure that the reserve price is sufficient to cover all liabilities which will be required to be discharged upon completion of the sale; the principal liability being any loan which is registered against the property.

A sale by auction will be subject to tight deadlines. Please notify Curtis Banks as early as possible so that we can do our best to meet the deadline imposed.

Please provide Curtis Banks with details of the auctioneer as soon as they are available. If terms of business are required to be signed, please ensure you and your syndicated members are happy with the terms, including the auctioneer's fee, and direct the auctioneer to send the terms of business to Curtis Banks for signature on behalf of your SIPP.

Curtis Banks will be required to see and approve the contract, and satisfy our own sale due diligence before the auctioneer enters the property for sale.

Please be aware, due to the nature of an auction, the final sale price of the property may be affected.

Finally please note that Curtis Banks will not attend any auction, however you are of course able to attend if you wish to do so.

3 Professionals

A qualified solicitor will be required to act on behalf of Curtis Banks.

Curtis Banks has a panel of solicitors whom you and your syndicated member(s) may request us to instruct. Curtis Banks disposal fee is reduced when using a panel solicitor.

Alternatively, you and your syndicated member(s) may request us to instruct a non-panel solicitor, which would be a third party solicitor of your choosing. Curtis Banks will usually accept your choice of solicitor, however, there may be instances based on past performance that Curtis Banks may require you to select an alternative solicitor.

Please refer to our Panel of Property Professionals document, and Schedule of Fees available on our website to review the panel fees.

Where the same solicitor is required to act for more than one party, we will request confirmation from the solicitor that there is no conflict of interest in doing so. Should a conflict be identified, the seller or buyer will be required to instruct another solicitor.

We will issue formal instructions to the solicitor making them aware of our requirements. A copy of these instructions will be sent to the financial adviser where applicable, or to the lead member where there is no financial adviser involved.

In some instances we may need to seek advice from a RICS registered valuer. This will likely be the case where the buyer is a connected party, to seek confirmation of the current market value, or if there are any other ongoing related transactions. If there are any other related transactions to the sale of the property owned by Curtis Banks apportionment advice may be required to ensure that each individual transaction is dealt with at arm's length, and no party has been advantaged or disadvantaged as a result of the other parties' involvement.

If the property is subject to an existing lease to a connected tenant which needs to be surrendered as part of the sale process we may also seek advice from the valuer as to the necessary surrender premium which may be payable by the landlord or tenant.

It may be the case that a surrender premium attracts a tax liability. Advice should be taken from a legal professional to determine this. Where it is a sale of part, it is likely the lease will need to be varied to reflect the area of property owned, and the appropriate rental due as a result of the reduction in property interest.

All valuations must be undertaken by an independent valuer registered with RICS. Curtis Banks has a panel of valuers whom you and your syndicated member(s) may request us to instruct. For further information regarding this, please do not hesitate to give us a call. Any valuation advice will need to be addressed to Curtis Banks in order that we may rely on the advice.

We will issue formal instructions directly to the valuer to ensure all of our requirements are satisfied. A copy of our instructions will be sent to the financial adviser where applicable, or to the lead member where there is no financial adviser involved.

In some instances VAT advice may be required. If this applies we will contact you to request confirmation of your VAT adviser.

4 Connected party transaction

In line with HMRC regulations, where the property is to be sold to a connected party the property must be sold for market value, as advised by a RICS registered valuer.

In the event there are any other ongoing associated transactions between the purchaser and a connected party, we may require apportionment advice from a valuer. This could relate to an adjoining property sale or sale of any business or fixtures and fittings. It is important that we are notified of any such transactions as soon as possible to avoid any delays.

Also, where any tenant is a connected party and the occupational lease is being surrendered or varied advice may be required as to any appropriate premium payable or adjustment to the existing rent payable.

5 Due diligence

Before Curtis Banks can provide our consent for the sale to complete we must be happy that all requirements are satisfied. This will include but is not limited to, Curtis Banks due diligence requirements, legal requirements and compliance with HMRC regulations.

6 Tenancy/occupation of property

Transferring subject to the lease

If we are going to dispose of the property with the occupational lease remaining in place please notify us of this and we will request the solicitor accounts for this in the appropriate legal documentation. Furthermore, we will expect the solicitor to deal with any rental apportionment on completion.

Surrendering the lease as part of the sale

If it is the case the lease is to be surrendered please do advise us and we will instruct the appointed solicitor to draft the required documentation. Where the tenant is an unconnected party you will need to negotiate a surrender premium direct with them. If however the tenant is a connected party we may require, in line with HMRC regulations, advice from a RICS registered valuer as to any appropriate surrender premium that may be payable by either party, the landlord or tenant.

If the property is vacant

Where there is no tenant you will be responsible for ensuring any accurate utility meter readings are taken at the point of sale.

Tenant in liquidation/administration

Where the tenant is in liquidation or administration, and the lease is yet to be disclaimed, we will require the lease to be brought to an end as part of the disposal process. Our appointed solicitor will draft the appropriate documentation.

Rent arrears

Where the tenant is connected, any existing rental arrears (to include insurance or service charge) will need to be cleared prior to completion of the sale.

Unauthorised tenant

Where a formal lease is not in place the property will be sold subject to any unauthorised tenant in situ, which may affect the sale price.

7 VAT

If an option to tax has been submitted by Curtis Banks, the property will be subject to VAT. Therefore, the sale price is likely to attract VAT, which will be payable in addition to the sale price. Curtis Banks will collect the VAT paid and account to HMRC for it on behalf of the SIPP. There are some instances where VAT may not be payable i.e. if the property is being sold subject to an existing occupational lease, the solicitor may advise that the transaction qualifies as a transfer of going concern.

Where this is the case, certain criteria will need to be satisfied before we will be in a position to authorise completion. We will instruct the appointed solicitor to advise on this, however if the VAT position is not clear it may be the case advice will be required from a VAT adviser.

8 Energy Performance Certificate

It is a legal requirement to produce an Energy Performance Certificate (EPC) for the sale and letting of any commercial property, unless the property benefits from an exemption. We will therefore require you, as part of the due diligence process, to arrange for an EPC to be obtained in order that we may provide this to the buyer, where one doesn't already exist.

The cost of the EPC will be payable from your SIPP funds.

9 Fees

All sellers' fees incurred in connection with the sale must be paid by the SIPP. This will extend to all third party professionals' fees, to include auctioneers' and agents' fees, together with Curtis Banks fees.

All fees will be payable in proportion to the client's share in the property.

Please refer to Curtis Banks Schedule of Fees for details of the fees payable to us.

10 Loan

Where the property is subject to lending, we will require the solicitor to use the sale proceeds to redeem the outstanding sum and solicitor to remove the lenders charge from the legal title.

11 Sale of part

We are able to facilitate a sale of part of the property, on the basis the property is capable of being physically separated. In order to determine this, we will require advice from our appointed solicitor that the legal title can be split. We will also require advice from a RICS registered valuer defining the area being sold along with confirmation that the property is capable of being physically split and, where appropriate, there is a physical boundary. A colour plan will be required showing the extent of the property being sold and being retained. The plan will need to be verified by the client.

In respect of the property being sold, the valuer will need to advise on the appropriate market value and where the property is occupied, whether any surrender premium will be payable as a result of part of the lease being surrendered.

In respect of the property being retained we will require confirmation from the valuer as to the market value and the reinstatement value. We will also require advice on the market rental value for the new/revised lease for the part of the property that is to be retained. Any reduced rent will need to be sufficient to cover all ongoing costs.

If there is a lender, consent will be required from the lender to the sale of part. If all our part of the loan is to remain with Curtis Banks, we will need to ensure the new reduced rent is sufficient to meet the monthly loan repayments.

12 Sale or part sale of a beneficial share

Where Curtis Banks holds a beneficial share in a property we are able to facilitate a sale of whole or part of the SIPP's beneficial share.

Where we are selling the whole, our part of our share to a connected party, we will require a RICS registered valuer to give advice on the market value on the sale of the SIPP's share. It is necessary for the property to be valued to demonstrate that the sale is taking place at current market value, in line with HMRC regulations. Curtis Banks appointed solicitor, as chosen by you, will prepare the necessary documentation which we would expect to comprise a Deed of Assignment of a Beneficial Share and a revised Declaration of Trust/Deed of Adherence to be entered into by the nominee and the new beneficial owner(s).

Where we sell the entirety of the beneficial share held by the SIPP, all relevant restrictions will be removed from the title, and Curtis Banks will be released from our obligations under the Declaration of Trust and any other agreements.

The nominee will need to account to Curtis Banks with outstanding accounting information, including rental income and up to date loan statements where there is a loan, prior to the sale completing. Where there is a loan we will require confirmation as to whether the loan will be redeemed or assigned to the purchaser, if applicable.

13 Sale or part sale of property under joint title/partial ownership structure

Where Curtis Banks holds the property under the joint title/partial ownership structure we are able to facilitate a sale of whole of the property, or a sale of part.

Curtis Banks appointed solicitors, chosen by you, will prepare the necessary documentation, which we would expect to comprise a Deed of Assignment of Beneficial/Equitable Share and a revised Declaration for a sale of part of our share, or a revised declaration of Trust/Transfer Deed, to be entered into by the remaining/incoming Title Holders, for a sale of whole. The Transfer Deed will release us from our obligations under the Declaration of Trust and any other agreements.

If the property is VAT elected, VAT may be charged on the sale price unless the sale is to one of the other beneficial/equitable owners who is already a member of the existing VAT partnership. It is likely the VAT partnership will need to be amended, however, this will depend on who is acquiring part of our share. If a new VAT partnership is required, an accountant will need to make the necessary to the partnership. It may be the case VAT advice will be required whether this is a part or whole sale.

It may be necessary for the property to be valued to demonstrate that the sale is taking place at current market value whether for a part or whole sale. If so, we will arrange for the valuation to be undertaken as part of the sale process.

If we are selling the whole of our share and there is an existing loan, this will need to be redeemed upon completion to ensure Curtis Banks is fully released from its obligations. For a part sale, if there is an existing loan over the property we will need to understand if the loan is to be redeemed or is to remain.

We will need to ensure that any outstanding accounting information is obtained from the Property Account and/or Property Manager prior to completion of the sale.

14 Transfer out of property

Where the property is to be transferred to another pension scheme the due diligence process is much the same as with a sale of the asset from the SIPP.

As this is a transfer of the asset, no money would change hands. Some key differences are noted below:

- As with disposal of the asset, in the event there are any rent arrears, we will need to ensure that the arrears are paid in full prior to/on completion, or, where this is not possible, that the transferee is aware the transfer of the property is subject to the arrears. If the property is subject to lending we will require the existing loan to Curtis Banks to be discharged. This is to ensure Curtis Banks is released from all loan obligations. Where it is not possible for an existing loan to be redeemed and a new loan drawn, we are able to facilitate a novation of the existing loan on the basis the lender agrees to this and confirms Curtis Banks will be released of any and all obligations under the terms of the loan on completion. The receiving scheme will also need to confirm they are happy to accept the transfer of the property subject to the existing loan;
- If there is an Overage attached to the property, dependent on the terms of the same, we will require advice from Curtis Banks appointed solicitor that the Overage will not be triggered by the transfer out; and
- Where property is transferred between providers it is usual that this is exempt from land taxes (collectively Stamp Duty Land Tax, Land and Buildings Transaction Tax and Land Transaction Tax). Curtis Banks will however seek advice from a qualified professional during the disposal process to ensure there have been no regulatory changes. Should a land tax liability arise, this will be a cost due from the SIPP.

We may be able to facilitate a partial transfer out, however, we would require advice from a RICS registered valuer as to the market value of the remaining part of the property to be held by the SIPP and an updated reinstatement value for the property being retained. There will be additional requirements similar to those outlined where we sell part of an asset.

Where you wish to transfer out, you will be required to complete the transfer out form and not the sale form provided in this pack.

15 Completion and post completion

We require the solicitor to notify Curtis Banks and the client the day that completion takes place.

The solicitor will transfer the sale proceeds/our share of the sale proceeds for a partly owned property, to Curtis Banks. These funds will be retained in the SIPP.

Our Property New Business Team will write out to the lead member informing them that the sale has completed, enclosing a copy of the completion statement and will confirm Curtis Banks fees. This fee will be deducted from the SIPP(s).

The solicitor should also send Curtis Banks a completion statement confirming the total funds which are due to the SIPP after deduction of all costs, to include professional fees.

Our Property Accounting Team will use the solicitor's completion statement to reconcile the SIPP accounts in order to allocate the monies which are due to each individual client's SIPP account.

Please note: if there is any delay receiving the completion statement from the solicitor this will delay this part of the process.

If Curtis Banks is responsible for insuring the property, we will notify our insurers that the property has been sold, once we have received confirmation from the solicitors.

As part of the reconciliation process we will ensure all rent, insurance and where appropriate, VAT apportionments have been dealt with. Please be aware this process can take several weeks, particularly in respect of receipt of any refunds from third parties.

For transfers out to another provider, no cash will change hands therefore a completion statement will not be required.



Curtis Banks Group plc (registered number 07934492) and Curtis Banks Limited (registered number 06758825) are companies registered in England & Wales with their registered addresses at 3 Temple Quay, Bristol BS1 6DZ. Curtis Banks Limited is authorised and regulated by the Financial Conduct Authority (number 492502). Curtis Banks Pensions is a trading name of Suffolk Life Pensions Limited. Suffolk Life Pensions Limited is a company registered in England & Wales (registered number 1180742) and is authorised and regulated by the Financial Conduct Authority (number 116298). Suffolk Life Annuities Limited is a company registered in England & Wales (registered number 1011674) and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (number 110468). The registered address of both companies is 153 Princes Street, Ipswich, Suffolk IP1 1QJ. Call charges will vary. We may record and monitor calls. If you're contacting us by email, please remember not to send any personal, financial or banking information because email is not a secure method of communication.

16 Property Disposal Instruction Form

Please complete this form as fully as possible, sign and return to us using the contact details below. All SIPP clients who have an interest in the property must sign the form.

This is a legally binding document between you and Curtis Banks. If you have any queries, please contact us or your adviser. We will need the original of this application form before we commence work on disposing of the property. Please complete this form using black ink and block capitals.

Only one Property Disposal Instruction Form per property is required.

Where transferring out to another provider this form will not need to be completed and you should refer to the Transfer out form.

Where the property is being sold at auction we appreciate some of this information will not be available at this stage. Please do provide the detail you have, in particular full contact details of the appointed auctioneer in section 7.3.

You can submit your Property Disposal Instruction Form to us using the following contact details:

Email: buyingproperty@curtisbanks.co.uk

Post: Property New Business Team
153 Princes Street
Ipswich
Suffolk
IP1 1QJ

If you have any queries, please contact the Property New Business Team on 01473 296 962.

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1 Details of client(s)

In connection with this disposal do you wish for us to liaise directly with you or your adviser?

Me

My adviser We will correspond with the named adviser on the client(s) plan(s).

1 Name

Plan number(s)

Contact number(s)

Email address

2 Name

Plan number(s)

Contact number(s)

Email address

3 Name

Plan number(s)

Contact number(s)

Email address

4 Name

Plan number(s)

Contact number(s)

Email address

5 Name

Plan number(s)

Contact number(s)

Email address

6 Name

Plan number(s)

Contact number(s)

Email address

2 Details of disposal

Type of disposal

- 1 Sale of whole
- 2 Sale of part where the property will be now held under the joint title/partial ownership structure
- 3 Sale of part where the title is split
- 4 Sale of part, of a share (whether under the nominees, partial ownership, or joint title ownership)
- 4a Are any other beneficial owners/joint title holders also selling Yes No If yes, please provide details

Property reference number

Property address

Agreed sale price

£

Proposed date of exchange of contracts

Where this is a sale of part:

I enclose a colour plan showing the extent of the property being sold and being retained

Where there is a loan:

I enclose confirmation that the loan will be reduced

I enclose confirmation that the loan will not be reduced

Is the property to be sold:

With vacant possession? [Please refer to section 5](#)

Subject to the current occupational lease?

3 Buyer(s) details

3.1 Details of buyer(s)

Name of buyer(s)

Address

Home

Mobile

Contact numbers

Email address

3.2 Details of buyer(s) solicitor

Firm

Contact

Address

Telephone

Fax

Email address

4 Connection to buyer(s)

4.1 Connected buyer(s)

Is the buyer(s) connected to you or your syndicated members?

Yes Please give details of the connection below and confirm valuers details in section 7.2

No Please complete section 4.2

In the event there is a connection between you and the buyer, we must proceed with the sale at market value and we will therefore require details of the valuer you would like us to instruct.

4.2 Ongoing transactions

Is there any associated transaction where this disposal forms part of a larger transaction involving the disposal of other property, assets or goodwill owned by a connected party?

Yes Please give details of the ongoing transaction below and confirm valuers details in section 7.2

No Please complete section 4.3

4.3 Agent/valuer details

On the basis there are no connections or ongoing transactions between you or your syndicated members and the buyer(s), do you wish for any further comment from an agent/valuer on the sale price agreed?

Yes Please give details below.

No

Where there is no connection and no other ongoing transactions between you and the buyer(s), we are not required to proceed at market value. However, we would usually seek to request confirmation from an agent or valuer involved that they consider the sale price to be fair and reasonable. If you wish for us to obtain their advice please confirm the valuer/agent we should approach. If you do not want further advice, please tick 'No' above and refer to the declaration in section 11.1.

Firm

Contact

Address

Telephone

Fax

Email address

5 Surrender of lease

Please note that if you are selling with vacant possession, any lease will need to be ended.

Is the tenant(s) connected or unconnected to you or your syndicated members?

Connected

Unconnected

Has a surrender premium been agreed?

Yes

No

If yes, what is the amount of the premium?

£

If the tenant is connected and a premium has been agreed, please confirm valuer details in section 7.2.

6 Rent arrears

Are there any rent arrears? Yes No

If yes, and the tenant is an unconnected party, please provide details of how these are being dealt with.

Where the tenant is connected, any rent arrears (to include insurance or service charge) must be cleared prior to completion of the sale.

7 Professionals

7.1 Details of solicitor required to act on behalf of Curtis Banks

Curtis Banks has a panel of solicitors whom you and your syndicated member(s) may request us to instruct.

Do you wish to use a Yes No
Curtis Banks panel solicitor?

If yes, please provide details of the chosen firm below. If no firm details are provided below, we will allocate a panel firm on your behalf.

The Panel of Property Professionals document which includes a schedule of fees, is available on our website. Please contact us if you would like to discuss further.

Please provide details of the solicitor you would like us to instruct below.

Firm

Contact

Address

Telephone

Fax

Email address

7.2 Details of surveyor

Will you be using a Curtis Banks panel Surveyor?

Yes The Panel of Property Professionals document which includes a schedule of fees, is available on our website. Please contact us if you would like to discuss further.

No, I will be using a non-panel surveyor Please give details below.

Firm

Contact

Address

Telephone

Fax

Email address

7.3 Auctioneer's details

If you are selling the property at auction, please complete this section.

Firm

Contact

Address

Telephone

Fax

Email address

8 Energy Performance Certificate (EPC)

An Energy Performance Certificate (EPC) must be provided to the buyer. Please provide a copy of the most recent EPC or confirm that this will follow.

Enclosed

To follow

9 VAT

Is the property currently VAT registered? Yes No

Will VAT be charged on the sale price? Yes No

Is the property to be treated as a transfer of going concern? Yes No

10 Reason for disposal

It is useful for us to understand why clients choose to sell their properties. Also, we are always seeking to improve our customer experience. In light of this, we would appreciate your feedback as to why you have chosen to sell the property from your SIPP(s). Please could you provide your reasons below.

If you are contacting us by email, please remember not to send any personal, financial or banking information as email is not a secure method of communication.

11 Declaration, details of ownership and signature(s)

We cannot proceed with the sale of the property until we have received consent from all clients to the sale of the property. Please ensure that all clients read carefully the declaration below, before signing to confirm their consent for the sale to proceed.

Where the sale is not agreed between the clients, please refer to the terms of the Group Investment Agreement (or Declaration of Trust for CB SIPP products), which was entered into at the point of purchase and provide us with further instructions or contact us for further clarification.

11.1 Client's declaration

Declaration

- I authorise Curtis Banks to start the property disposal process.
- I declare that to the best of my knowledge and belief the statements made in all sections of this disposal form (whether in my handwriting or not) are full and accurate.
- I confirm I have reviewed the disposal guide.
- I authorise Curtis Banks to instruct the above-mentioned solicitor, valuer or agent as may be decided.
- I/We confirm that either:
 - I/We have no connection with the buyer;
 - I/We have disclosed full details of any connection in section 4;
 - I/We understand that Curtis Banks cannot validate whether the sale price achieved is in line with the open market and I/We are proceeding at our own risk;
 - I/We understand that any borrowing secured against this property must be repaid on completion of the sale;
 - I/We understand that any VAT proceeds received from the property sale must be paid to HMRC;
 - I/We acknowledge that in the event of the property sale not proceeding, for whatever reason, that abortive costs may be payable; and
 - All relevant information has been provided.
- I agree to be solely responsible for my share of all costs, fees and charges associated with the disposal and these will be payable from my SIPP.
- Where there is more than one client, liability is acknowledged and agreed to be joint and several. This means I am jointly and individually liable for the whole amount.
- I/We acknowledge that Curtis Banks are not responsible for determining the suitability of this disposal and I/we understand that Curtis Banks will not be liable for any claims.

11.2 Details of ownership and signature(s)

The proposed percentage shares in the property should reflect the respective contributions towards the purchase price by each client.

Please complete the following for each client in the order in which they have been entered in section 1.

1	Name	Signature	Date	Ownership share <input type="text"/> %	Loan share <input type="text"/> % (if applicable)
<hr/>					
2	Name	Signature	Date	Ownership share <input type="text"/> %	Loan share <input type="text"/> % (if applicable)
<hr/>					
3	Name	Signature	Date	Ownership share <input type="text"/> %	Loan share <input type="text"/> % (if applicable)

11.2 Details of ownership and signature(s) (continued)

4

Name
Signature

Date
Ownership share %

Loan share %
(if applicable)

5

Name
Signature

Date
Ownership share %

Loan share %
(if applicable)

6

Name
Signature

Date
Ownership share %

Loan share %
(if applicable)

Total of ownership share 100%

Total of loan share 100%

Notes

Curtis Banks Group plc,
3 Temple Quay,
Bristol, BS1 6DZ

T 0117 910 7910
F 0117 929 2514
curtisbanks.co.uk

Call charges will vary. We may record and monitor calls.

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