

Quddiem l-Arbitru għas-Servizzi Finanzjarji

Każ ASF 087/2023

FS

(l-Ilmentatriċi)

Vs

APS Bank p.l.c.

Reg. No. C 2192

(l-Provditur tas-Servizz' jew 'APS')

Seduta tal-4 t'April 2024

Fuq l-ilment¹

L-Ilmentatriċi sostniet li l-APS kien irrifjuta b'mod ingust l-applikazzjoni tagħha għal self dwar xiri ta' residenza u tat l-iskeda ta' żmien tal-avvenimenti kif ġraw:

'On 13th January I had the first meeting with Ms. Leonette whereby she issued two (2) quotes to send them to the Housing Authority to work out their share.

On the 18th January the Housing Authority issued their Approval according to one of the quotes that Ms. Leonette issued.

*On the 4th March Ms. Leonette sent to me the list of documents that I required to provide plus the promise of sale and the approval breakdown of the amounts from the housing (**which by this time I already had the Approval in hand and I had informed her already and thus we did not need a new one**).*

On the 7th March I signed the promise of sale (after the approval was issued).

¹ Paġni (p.) 1 - 6 u dokumenti mehmuża p. 7 - 26 reġistrat fit -13 ta' Lulju 2023

On the 17th March I sent the majority of the documentation required by Ms. Leonette (including the Approval).

On the 27th March I supposedly had an appointment with Ms. Leonette which we had to cancel it because she told me that I need a "New Approval" from Housing. By the time the Housing confirmed to me that we can keep the same approval since the property was going to be purchased in Shell form, so the difference of the amount will be added as finishings on the AD 31 form.

As you can see I wasted 4 weeks time because Ms Leonette kept insisting to change the approval, but in reality it wasn't necessary.

*On the 15th April I had the appointment with Ms. Leonette to start the process of the application – during the meeting she advised to amend and increase the amount of AD 31 finishings to match with the Housing Authority Approval through the architect [notwithstanding that we had sent all necessary documentation by email]. But once I left the office later I found out myself that the 'AD 8 (Sec 9. Valuations – needed to be amended' as well) to match with the AD 31 as well (**Which she forgot to inform me about this**). In this case an extra cost was going to be involved from the architect side.*

*Moreover, Ms. Leonette told me to tell the notary to change the date of the POS to "March 2024" and I found out that the date was already written to "March 2024" (**the date that Ms. Leonette indicated was the one of the Sanction Letter deadline by the 16th May 2023**).*

Apart from these, I was chasing her many times by phone and emails to no avail since she did not bother to reply to any.

On the 20th April (5 days later) I sent her an email with the following:

- *AD 8 (**Sec 9. Valuations needed to be amended as well**)*
- *AD 31*
- *Screenshot showing the correct term date (2024) of the POS (**BECAUSE SHE SAID NEEDED TO BE AMENDED**).*

On the 21st April I chased Ms. Leonette to confirm that the documents have been received and to remind her that I had only 2 and 1/2 weeks for the sanction letter deadline decision.

On the 22nd April I received a reply from Ms. Leonette whereby she said that she was busy with meetings and did not see any emails and advised me that the application will be processed.

On the 8th and 12th May I replied to her to follow up and provided her with a screenshot of the PA permit to inform her that it has been issued to attach it with the list of documents that she had asked to provide (dated 4th March).

On the 12th May Ms. Leonette replied that the application is completed and awaiting for final confirmation which will be confirmed by the deadline. Same day I told her that the notary has sent extension until the end of June (Which was signed from both parties).

On the 15th May (day before the deadline), I sent her a reminder to follow up, and I had a phone call from Ms. Leonette where she said that during our application process I gave false details in the sense that I said that I did not have 2 dependents.

In fact I was quite clear and told her I have “children allowance” and the “in work benefits” (clearly indicating that I have children!!). Moreover, it does not make sense to lie over these since the bank statements will show these benefits. In the end she was responsible for the filling of the application!!

It's true that I signed the application but this is my first time going through this process and one does not go through the details before signing.

On the 17th May I spoke to my ex boyfriend and my lawyer to make a legal agreement letter for the maintenance and support of my children with monthly payment of €400 – in fact my lawyer sent her the above-mentioned letter and informed him that the letter would be analysed and any communication would be communicated directly with the client.

On the same day, Ms. Leonette phoned me and informed me that the loan had been not accepted, and she sent me the declined letter straight away.

My lawyer told Ms. Leonette that Ms. FS has told me that you have sent her the declined letter (Which Ms. Leonette didn't tell the lawyer about this).

I firmly believe that all this was a misunderstanding between us which is something which can be reconsidered and arranged.

In fact, as per my income, besides the salary €1,200 net monthly, I also have the children allowance €176 monthly and the beneficial support from my ex boyfriend of €400 monthly (Plus inwork benefits of €171 monthly).

So, in total €1,947 Net.

IF THE INWORK BENEFITS ARE NOT CONSIDERED AS AN INCOME FOR LOAN PURPOSES, I end up by €1,776 Net.

Which is €420 repayment – nearly 24% of my earnings.

And Ms. Leonette kept saying I am not affording to pay monthly repayments of €420.

Please also note that I have been in my employment for six (6) years as a Supervisor with Phoenicia with multiple best employee of the month and thus I have a stable job and I am a trusted person (REFERENCES CAN BE PROVIDED).

BY THIS I WANT TO APPEAL AND MAKE A COMPLAINT FOR MY APPLICATION BECAUSE THIS IS AN IMPORTANT MILESTONE IN MY CAREER AND LIFE THAT IS OF HAVING MY OWN PROPERTY.

Thank you.'²

Mal-ilment annettiet ittra tal-Awtorità tad-Djar datata 18 ta' Jannar 2023 fejn dawn tal-aħħar ikkonfermaw l-approvazzjoni tagħhom fil-prinċipju ta' applikazzjoni għal 'Equity Sharing Scheme' biex ir-rikorrenti tixtri proprjetà b'valur li ma jaqbix il-€200,000 li ser tkun ifffinanzjata b'10% - €20,000 kontribuzzjoni proprja, self bankarju mingħand l-APS għal €102,000 u l-bilanċ ta' €78,000 jirrappreżenta l-'equity share' li ser ikun riservat u

² P. 12 -14

ffinanzjat mill-Awtorità tad-Djar. Taht din l-iskema, l-proprjetà trid tintuza għar-residenza primarja tal-applikant.

Bħala rimedju, l-Ilmentatriċi talbet li l-Arbitru jordna lill-APS tirrevoka d-deċiżjoni tagħhom li ma japprovawx is-self mitlub u li jagħtu s-self kif kien oriġinarjament applikat u miftiehem mill-APS, abbażi tal-kwotazzjoni tagħhom li ntuzat biex tintalab l-approvazzjoni tal-Awtorità tad-Djar.

Matul il-proċess, l-Arbitru rrimarka li ma kellu l-ebda kompetenza li jordna lil xi bank biex jagħti faċilità ta' kreditu li ma taqax fil-qafas tar-riskju tagħhom, u jekk l-ilment għandu jipproċedi għandu jerga' jiġi riformat biex jitlob danni għall-ispejjeż imġarrba fil-proċess bla valur korrispondenti għal tali spejjeż.

Tali reviżjoni tal-ilment giet aċċettata miż-żewġ partijiet³. Dawn l-ispejjeż għew kwantifikati li jammontaw għal €406⁴.

Twegiba tal-Provditur tas-Servizz⁵

Fit-twegiba tagħhom tal-01 ta' Awwissu 2023, l-APS iddikjaraw li kellhom diskrezzjoni sħiħa dwar liema skopertura ta' kreditu jagħzlu li jieħdu fil-karta bilanċjali tagħhom u r-rifjut tal-applikazzjoni li dwarha sar l-ilment kien minħabba li ma ssodisfawx il-parametri ta' '*affordability*' raġonevoli meħtieġa skont il-'*policies*' tagħhom.

Konsegwentement, ir-rifjut wera l-osservanza tagħhom għall-prinċipju ta' self b'responsabbiltà. Il-fatt li l-Awtorità tad-Djar kienet qablet li tikkofinanzja mhux necessarjament tinfluwenza fuq id-deċiżjoni tal-Bank stess. Fir-rigward tal-ispejjeż mitluba, l-APS ċaħdet ukoll ir-responsabbiltà peress li tali spejjeż saru mill-Ilmentatriċi f'isimha u fuq inizjattiva tagħha.

Is-seduti ta'smigh

Matul l-ewwel seduta tal-11 ta' Settembru 2023,⁶ l-Ilmentatriċi ċaħdet li kienet irrapprezentat hażin l-*istatus* tagħha fl-applikazzjoni għal self mill-

³ P. 35

⁴ P. 39

⁵ P. 32 -33

⁶ P. 34 - 37

Bank meta sostniet li ma kellha l-ebda dipendenti u li ma kienet qed tirċievi l-ebda appoġġ ta' manteniment mingħand missier iż-żewġ uliedha minuri.

Hija sostniet b' mod enfatiku li dan kien ġara għax ma fehmitx it-termini tal-applikazzjoni li kienet mimlija bl-għajjnuna tar-rappreżentant tal-APS u li hija ffirmit għaliha. Per eżempju, sostniet li bħala dipendenti fehmet jekk kinitx dipendenti fuq terzi aktar minn jekk kellhiex oħrajn, bħat-tfal minuri, li kienu jiddependu fuqha.

Hija ċaħdet li kienet iddikjarat li ma tirċevix manteniment u sostniet li filwaqt li s-sostenn li jammonta għal €400 fix-xahar kien imħallas lilha bi flus kontanti, hija ma kellha l-ebda ftehim formali, kuntratt, jew digriet approvat mill-Qorti għal tali arrangament li għalhekk kien informali u mhux vinkolanti.

Spjegat li mill-paga tagħha jifdlilha €1,200 li meta magħhom jizdiedu l-manteniment, iċ-*children's allowance* u l-*in-work benefits*, jippermettulha tħallas il-kera ta' €468⁷ fix-xahar mingħajr problemi. Għaldaqstant, hija sostniet li l-APS ma kinitx realistika meta kkunsidrat li rimbors ta' €418.47 fix-xahar fuq is-self mitlub, kien jippreżenta problemi realistiki ta' '*affordability*'.

Fit-tieni seduta tad-19 t'Ottubru 2023,⁸ il-*Branch Manager* tal-APS li ttrattat l-applikazzjoni kkonfermat li ladarba rriżulta li l-applikazzjoni għal self ma ddikjaratx li l-ilmentatriċi kienet responsabbli għal żewġ itfal minuri u ma kinitx iddikjarat li kienet qed tirċievi fi flus kontanti manteniment għat-tfal permezz ta' ftehim mhux vinkolanti, qamet kwistjoni t'affordabilità kif ukoll problema ta' kredibilità u onestà. B'riżultat ta' dan, l-applikazzjoni għal self giet miċhuda.

Fi tmiem it-tieni seduta, l-Arbitru qal li ser jippostponi li jgħaddi din il-kawża għal deċiżjoni biex jingħata żmien lill-ilmentatriċi biex tikseb digriet tal-Qorti għall-ftehim tagħha ta' manteniment ma' missier uliedha minuri. Dan jista' jipprovdi lill-APS b'ċertezza dwar in-natura vinkolanti ta' tali arrangament.

⁷ P. 36 *Housing Authority* iżżid sussidju ta' €382 biex tħallas kera (*gross*) ta' €850 kull xahar.

⁸ P. 42 - 47

L-Arbitru talab ukoll lill-APS li ladarba jiġi pprovdut digriet formali tal-Qorti, huma għandhom jikkunsidraw mill-ġdid jekk tali żvilupp, u l-evidenza tal-ilmentatriċi taħt ġurament dwar in-nuqqas ta' ftehim li wassal għall-inkluzjoni ta' informazzjoni mhux fattwali fl-applikazzjoni għal self tagħha, dan ix-xenarju mibdul ikunx jisthoqqlu kunsiderazzjoni mill-ġdid tar-rifjut tagħhom għal applikazzjoni għal self, f'liema każ it-talba għall-ispejjeż awtomatikament tispicċa.

Żviluppi sussegwenti

Il-ftehim ta' appoġġ għall-manteniment ġie fformalizzat b'digriet tal-Qorti tal-20 t'Ottubru 2023⁹.

Fil-11 ta' Jannar 2024, l-Arbitru ħareġ digriet fejn talab lill-partijiet jekk intlaħaqx xi ftehim u, fin-negattiv, biex jagħmlu s-sottomissjonijiet finali tagħhom.

Sottomissjonijiet finali

Fis-sottomissjonijiet tagħha, l-ilmentatriċi issottomettiet li r-raġunijiet mogħtija mill-APS għaċ-ċaħda tal-applikazzjoni tagħha huma kompletament u fattwalment infondati tant li:

'Salary - €1,200 monthly

Alimony/Maintenance - €400 monthly

Children's Allowance - €170 monthly

Inwork Benefit - €171 monthly

= Net Domestic Income - €1,941 monthly.

Therefore, the appellant has more than enough funds per month so that she sustains her loan payments (in the amount of €418.47). Moreover, the appellant has been in employment for 6 years as a XXXX with XXXX with multiple best employee of the month having therefore a stable job and being a trusted person.

⁹ p. 91 – 94

Therefore, the appellant humbly submits that the Bank's refusal to grant her the loan was based on factually and legally unfounded reasons and the appellant has all the requirements required to be granted the loan by the bank. This is causing her grave prejudice especially since the appellant had incurred a lot of costs during the process of the loan application including costs due to the notary, costs due to the architects and other ancillary costs which would have been futile if the loan application is rejected which costs were presented by means of a note but which was being reproduced hereunder:

Expenses related to the Architect

- Schedule 8 - €30
- AD 8 and AD 31 - €60
- Land Registry - €70

Total = €160

Expenses related to the Notary:

Promise of Sale and its registration expenses - €246

Total of expenses - €406

Finally, the Arbiter following the decree issued to the appellant regarding the maintenance and considering all the circumstances of the case invited the Bank to maybe reconsider his position. However, the Bank remained firm in his decision not to grant the loan to the appellant.

***Thus, the appellant humbly submits that the decision taken by the Bank is unjust, unreasonable, based on irrelevant considerations and even disproportionate to the facts of the case and humbly asks the Arbiter to consider her complaint favourably.'*¹⁰**

¹⁰ P. 100 - 101

Fis-sottomissjoni finali tagħhom, il-Provditur tas-Servizz iddikjara:

'As indicated in its reply, the Bank has the right to accept or refuse any facility application submitted to it and the decision whether to accept such an application cannot be imposed upon the Bank.

The Bank's representative, Tanya Borg, Branch Manager at Paola Branch where the complainant submitted her application, explained that the application in question was refused due to the complainant's Net Disposable Income not being sufficient to safely repay the facility amount requested. It is to be kept in mind that the Bank's thresholds are there to safeguard both parties, so as to avoid a situation where the facility would have to be called in.

In this particular case, Mrs Borg further explained that during the application process the complainant did not act with utmost good faith in that she declared not to have any dependents when it later resulted that she has two minor children. The complainant played this down to a misunderstanding, although as the Arbiter rightly pointed out, whilst applying for a loan is not an everyday task for her, she signed the application form which clearly indicates that she has no dependents. The complainant then stated that she did not understand the meaning of the word 'dependents', although she was asked during the interview with the Bank's representative whether she had any children, to which she replied in the negative. To make matters worse, all this was followed by the provision of unclear information regarding whether she actually received maintenance from the children's father. The Bank's position consequently remained unchanged.

The Arbiter stated that: L-Arbitru jgħid li hu m'għandux awtorità li jgħid lill-bank, "Din għamlet żball u l-loan tridu tagħtuhelha. Li jista' jagħmel l-Arbitru hu li jgħid lill-bank li Ms FS daħlet f'dawn l-ispejjeż tort tal-bank u għandha dritt tirkuprahom."

Once it is established that it is ultimately the Bank's prerogative as to whether the complainant's application is to be acceded to and the Bank cannot be ordered to accept such application, it is to be determined whether the complainant incurred costs as a result of the Bank's refusal.

The costs allegedly incurred by the complainant relate to expenses relative to the architect and expenses relative to the Notary. These are all expenses which the complainant incurred as a direct result of her decision to enter into a promise of sale agreement, therefore, independent of her application with the bank. They are costs which she anyway would have incurred: (i) with or without the Bank's facility; (ii) they are costs which are useful to her if she obtains a facility from another banking institution; (iii) and they are costs which are useful to her even if she purchases without financing:

- a. The promise of sale is the first document signed, prior to approaching any bank. In fact, promise of sale agreements are signed on the condition that the purchaser obtains a banking facility, therefore, naturally prior to applying. The complainant did not provide any evidence that she signed the promise of sale after having been promised or advised that the Bank would be granting her a facility;*
- b. The Architect fees are also related to documents required for tax purposes when registering the promise of sale and the eventual sale, therefore, independent of the granting of the Bank's facility.*

In any event, and without prejudice to the above, when applying for a banking facility, the applicant does so at his or her own risk – the Bank is not obliged to refund any costs in the case that the application is rejected.

*In view of the above, the complainant's requests are to be rejected.'*¹¹

Kunsiderazzjoni u analiżi

L-Arbitru ġa ddikjara li ma għandux poter jordna lill-ebda bank biex jagħti xi self li, fl-opinjoni tal-Bank, tajba jew hażina, ma hix riskju aċċettabbli skont il-*policies* tal-Bank. Iżda ma jfissirx li l-Arbitru, filwaqt li ma jistax jagħti r-rimedju mitlub, ma għandux poter, anzi obbligu, li jagħti l-opinjoni tiegħu dwar id-deċiżjoni, liema opinjoni tista' wkoll isservi bħala rakkomandazzjoni.

¹¹ P. 104 -106

F'dan il-każ partikolari, l-APS ġab żewġ raġunijiet għar-rifjut tas-self mitlub mill-Ilmentatriċi.

1. Li s-self ma kienx jirrispetta l-parametri ta' '*affordability*' u, allura, l-Bank kellu obbligu jiċċad it-talba, anke fl-interess stess tal-Ilmentatriċi, biex ma tidholx għal piż li ma tiffaħx (*responsible lending principle*).
2. Li l-Ilmentatriċi ma kienet onesta meta tat informazzjoni mhix korretta fl-applikazzjoni tagħha.

Filwaqt li l-Arbitru kellu simpatija mal-argument tal-APS dwar nuqqas ta' '*affordability*' sa meta l-arranġament tal-manteniment kien informali u bla rabta, dan ma baqax il-każ la darba dan l-arranġament ġie formalizzat b'digriet tal-Qorti u in vista li missier it-tfal minuri dejjem ħallas il-manteniment anke meta ma kienx hemm arranġament formali.

Għalhekk l-Arbitru jhoss li din l-oġġezzjoni tal-APS ma baqgħetx f'lokha u bħal donnu li l-APS kien ħa deċiżjoni li ma kienx lest jirtira minnha minkejja l-bidla fiċ-ċirkustanzi. L-'*affordability*' kienet ippruvata fil-prattika peress li l-pagament kull xahar tal-*loan* kien ser ikun anqas mill-*kera* (netta mis-sussidju tal-*Housing Authority*) li l-Ilmentatriċi kienet ser tiffranka.

Rigward it-tieni oġġezzjoni anke hawn l-Arbitru jhoss li l-APS kien rigidu wisq u ma apprezzax biżżejjed li persuna li qatt ma applikat għal self f'ħajjitha tista' ma tifhimx eżatt dak li qed jiġi mitlub fl-applikazzjoni u tagħti informazzjoni skorretta. L-Arbitru ħassu konvint mix-xhieda tal-Ilmentatriċi li ma kellha ebda intenzjoni li tqarra, tant li l-fatt li kienet tirċievi ċ-*Children's Allowance* u l-manteniment kienu fatturi li jagħtu vantaġġ nett (f'sens ta' spejjeż) fuq l-iżvantaġġ li ma ddikjaratx li qed tieħu ħsieb żewġ itfal minuri.

Għal dawn ir-raġunijiet, l-Arbitru jhoss li f'dan il-każ partikolari l-APS ma mexiex skont il-*Mission Statement* tiegħu:¹²

To make the banking experience simpler and more personal, inspired by a commitment to social, economic and environmental progress while providing all stakeholders with opportunities to grow.

¹² [About APS - APS Bank](#) mill-*website* uffiċjali tal-APS Bank plc.

U lanqas skont il-Valuri ufficjali tieghu¹³:

Passion

Do what you love, care about the others

Inclusiveness

Build on differences and break the silos

Contemporary

Be relevant to today's world

L-Arbitru jqis li bħala bank minn ta' quddiem biex jidħol fi skemi flimkien mal-*Housing Authority* biex jgħin lil min ma jaqax fil-*'mainstream'* tas-soċjetà, l-APS seta' kien aktar flessibbli u jgħin lil persuna bħall-Ilmentatriċi li qed tiffaccja sfidi soċjali mhux zgħar biex trabbi żewġt itfal minuri waħeda waqt li żammet l-obbligi finanzjarji tagħha u ġemmgħet flus biżżejjed biex tħallas l-10% depożitu tax-xirja ta' dar residenzjali.

Rigward it-talba għal rimbors ta' spejjeż, l-Arbitru ma jaqbilx li l-APS għandu jiġi ordnat jagħmel dan ir-rimbors għax dawn l-ispejjeż ma humiex spejjeż mitlufa u l-valur tagħhom l-Ilmentatriċi tista' tieħdu jekk tagħmel arrangament dwar self ma' xi bank ieħor.

Deċiżjoni

Għar-raġunijiet hawn spjegati, l-Arbitru qed jiċhad dan l-Ilment iżda, minkejja dan, jordna li l-ispejjeż tal-każ ikunu a karigu tal-APS.

Alfred Mifsud

Arbitru għas-Servizzi Finanzjarji

¹³ *Ibid.*

Nota ta' Informazzjoni relatata mad-Deciżjoni tal-Arbitru

Dritt ta' Appell

Id-Deciżjoni tal-Arbitru legalment torbot lill-partijiet, salv id-dritt ta' appell regolat bl-artikolu 27 tal-Att dwar l-Arbitru għas-Servizzi Finanzjarji (Kap. 555) ('l-Att'), magħmul quddiem il-Qorti tal-Appell (Kompetenza Inferjuri) fi żmien għoxrin (20) ġurnata mid-data tan-notifika tad-Deciżjoni jew, fil-każ li ssir talba għal kjarifika jew korrezzjoni tad-Deciżjoni skont l-artikolu 26(4) tal-Att, mid-data tan-notifika ta' dik l-interpretazzjoni jew il-kjarifika jew il-korrezzjoni hekk kif provdut taħt l-artikolu 27(3) tal-Att.

Kull talba għal kjarifika tal-kumpens jew talba għall-korrezzjoni ta' xi żbalji fil-komputazzjoni jew klerikali jew żbalji tipografici jew żbalji simili mitluba skont l-artikolu 26(4) tal-Att, għandhom isiru lill-Arbitru, b'notifika lill-parti l-oħra, fi żmien ħmistax (15)-il ġurnata min-notifika tad-Deciżjoni skont l-artikolu msemmi.

Skont il-prattika stabbilita, id-Deciżjoni tal-Arbitru tkun tidher fis-sit elettroniku tal-Uffiċċju tal-Arbitru għas-Servizzi Finanzjarji wara li jiskadi l-perjodu tal-appell. Dettalji personali tal-ilmentatur/i jkunu anonimizżati skont l-artikolu 11(1)(f) tal-Att.

L-ispejjeż tal-proċeduri

Skont l-artikolu 26(3)(d) tal-Att dwar l-Arbitru għas-Servizzi Finanzjarji (Kap. 555) ('l-Att'), l-Arbitru ddecieda min għandu jhallas l-ispejjeż tal-proċeduri u f'liema proporzjon, skont iċ-ċirkostanzi partikolari tal-każ.

L-ispejjeż tal-proċeduri mhumiex limitati għall-pagament tal-ispejjeż applikabbli fuq ilment magħmul mal-Uffiċċju tal-Arbitru għas-Servizzi Finanzjarji (preżentament Ewro25), imma jistgħu wkoll jinkludu kull pagament raġonevolment u legalment applikabbli ta' spejjeż professjonali u legali mħallsa mill-ilmentatur, limitati għall-atti ppreżentati matul il-każ. Tali spejjeż professjonali ma għandhomx jinkludu spejjeż ġudizzjarji jew ħlasijiet oħra kontingenti magħmula barra l-proċeduri tal-każ.

L-ammont ta' tariffi u spejjeż rigward servizzi professjonali jew ta' konsultazzjoni mogħtija lill-konsumaturi relatati mat-talbiet jew proċeduri taħt l-Att, li jistgħu

legalment u raġonevolment jintalbu bħala parti mill-ispejjeż tal-proċeduri, mhumiex speċifikati fid-dispożizzjonijiet preżenti tal-Att. L-Arbitru jistenna iżda li tali tariffi u spejjeż għandhom jirriflettu t-tariffi u spejjeż hekk kif stipulati u applikabbli għal proċeduri magħmula fil-Qorti Ċivili ta' Malta fil-Kodiċi ta' Organizzazzjoni u Proċedura Ċivili.