

Terms and Conditions

1. DEFINITIONS

1.1 In this Agreement the following words and expressions shall have the following meanings:

“Acceptable Use Policy” means TN’s policy setting out the acceptable limits and constraints on the use of the Services, as provided to the Customer from time to time;

“Acts” means the Telecommunications Act 1984, the Electronic Communications Act 2000 and the Communications Act 2003, including any amendments, restatement or replacements thereof and any subsidiary legislation made thereunder;

“Agreement” means the agreement between the Customer and TN which incorporates these terms and conditions;

“Customer” means the entity identified as such on the Service Agreement;

“Confidential Information” means any information relating to a party, its business, services, products, pricing, developments, trade secrets, know how, clients and suppliers (whether conveyed orally, in writing or in any other medium) which is marked confidential or which a reasonable person would consider confidential;

“Service” means the services indicated on the Service Agreement which may include voice services over exchange lines with the calling line identities indicated, fixed line rental. Service options and telephone support between 9am and 5.30pm Monday to Friday (excluding UK bank and public holidays);

“Service Agreement” means the service agreement attached overleaf setting out details of the Customer and the Services selected by the Customer;

“Service Guides” means the documentation issued by TN from time to time describing the Services;

“Start Date” means the date on which TN commences provision of the Services;

“TN” means Triangle Networks Ltd, company number 05012807, of 7a Triangle Centre, Kenn Road, Clevedon, Somerset BS21 6HX;

“TN Equipment” means any equipment or other apparatus provided by TN to the Customer on a rental basis to allow the Customer to access and use the Services;

“User” means any person accessing the Services through, for or on behalf of the Customer; and

“VAT” means value added tax or any other sales or service tax.

1.2 The headings shall be deemed not to be part of this Agreement and shall not be taken into consideration in the interpretation of this Agreement.

- 1.3 References to any legislation are to be construed as references to that legislation as from time to time amended and to any legislation from time to time replacing, extending, consolidating or amending the same, and any legislation relating to similar subject matter.
- 1.4 Unless otherwise expressly provided in this Agreement;
- 1.4.1 words importing persons or entities shall include individuals, firms, partnerships, trusts, companies, governments, governmental bodies, authorities, agencies, unincorporated bodies of persons or associations and any organisations having legal capacity;
- 1.4.2 references to a party to this Agreement shall include references to the successors, assigns and transferees (immediate or otherwise) of that party;
- 1.4.3 words importing the singular only also include the plural and vice versa and words importing the masculine shall be construed as including the feminine or the neuter or vice versa;
- 1.4.4 references to any agreement or document (including this Agreement) include a reference to that agreement or document as validly amended, supplemented, substituted, novated or assigned; and
- 1.4.5 references to the words “**include(s)**” or “**including**” or similar words and phrases shall be construed without limitation to the generality of the preceding words.
- 1.5 In the event and to the extent of any conflict (a) between the Service Agreement and these clauses, the Service agreement shall prevail, (b) between these clauses and any Service Guides, the Service Guide shall prevail, and (c) between this Agreement and any other document referred to in this Agreement, this Agreement shall prevail, unless in any case there is an express provision to the contrary.

2. SERVICES

- 2.1 In consideration of the payment by the Customer of the charges in accordance with clause 7, TN shall use reasonable care and skill to provide the Services as described in the Service Guides.
- 2.2 The Customer acknowledges that the Services cannot be provided fault free and TN does not warrant fault free or uninterrupted use of the Services. In particular, the Customer acknowledges that TN cannot guarantee the availability of telecommunications networks and/or the Internet and that therefore Services that require the use of such telecommunications networks and/or the Internet may be subject to delay or failure for which TN will not be liable.
- 2.3 Except to the extent set out in this Agreement and so far as permitted by applicable law, TN does not offer any warranties and excludes all warranties (including those warranties and conditions implied by applicable law).
- 2.4 If in the provision of the Services, TN is prevented or delayed by any act or omission of the Customer (or the Customer’s employees, subcontractors or agents) which has a direct impact on TN’s provision of the Services, TN shall be granted an extension of time which shall be at least equal to the period of any such delay and the Customer shall reimburse all additional

expenses reasonably and necessarily incurred by TN to the extent that they arise directly out of such prevention or delay.

- 2.5 TN shall not be liable for any failure of or delay in providing the Services to where such failure or delay is caused directly or indirectly by a failure of the Customer (or a User) to comply with the terms of this Agreement.

3. CUSTOMER OBLIGATIONS

- 3.1 The Customer shall, and shall ensure that each User shall:

- 3.1.1 use the Services only in accordance with such instructions as TN may notify to the Customer in writing from time to time, including the Service Guides and the Acceptable Use Policy, and in accordance with the relevant provisions of the Acts and any other applicable laws, regulations and codes of practice;
- 3.1.2 not use the Services to commit any offence under the Acts or any other applicable laws or so as to cause TN to commit any offence under the Acts or any other applicable laws;
- 3.1.3 not use the Services to transmit any material which contains any software viruses or Trojan horses or any other software, codes, files or programs intended to damage, interrupt or limit the functionality of any software or hardware;
- 3.1.4 not to use the Services to process, store or send any material or message that is or may reasonably be considered to be defamatory, offensive, abusive, obscene, harassing, menacing or which is fraudulent, defamatory or breaches the intellectual property rights or privacy of any person or entity;
- 3.1.5 only connect such of its own equipment or a third party's equipment to the Services as are approved for connection under the Acts and shall ensure that such equipment is maintained during the term of this Agreement in good working order and in compliance with the standards and approvals designated under section 22 of the Telecommunications Act 1984;
- 3.1.6 comply with any "click through" terms and conditions required to access or use the Services;
- 3.1.7 not remove or obscure any identification marks affixed to TN Equipment nor create nor permit to be created any charge, lien or pledge over the TN Equipment;
- 3.1.8 not move or interfere with the TN Equipment and shall ensure that the TN Equipment is provided with a continuous power supply and that its operating environment meets the reasonable requirements notified by TN from time to time;
- 3.1.9 not to use the TN Equipment for any other purpose than to receive and use the Services and to only use such TN Equipment in accordance with the manufacturer's instructions; and
- 3.1.10 ensure that it has in place and maintains with a reputable insurer insurance cover for the full replacement value of the TN Equipment that is in its possession or control.

- 3.2 The Customer shall:

- 3.2.1 be liable for any loss of or damage to any TN Equipment in the Customer's possession or control, unless such loss or damage arises from the acts or omissions of TN; and
- 3.2.2 indemnify TN against any losses, liabilities, costs (including legal costs), fines, penalties, charges, expenses, claims or procedures arising out of or in relation to a breach of the obligations set out in clause 3.1.
- 3.3 The Customer agrees that it shall test all equipment installed by or on behalf of TN and all Service prior to such equipment and/or Services going live.
- 3.4 Following execution of the Service Agreement, the Customer may place further orders for Services electronically through such methods as TN may authorise from time to time.

4. SALE OF EQUIPMENT

- 4.1 If TN agrees to sell equipment to the Customer, the terms set out in this clause 4 shall apply.
- 4.2 The quantity, quality and specification of the equipment shall be set out in the Service Agreement.
- 4.3 TN shall deliver the equipment to the address specified on the Service Agreement and shall notify you in advance of the delivery.
- 4.4 Risk in the equipment shall pass to the Customer on delivery (or, if TN is unable to deliver the equipment at the notified time due to an act or omission of the Customer, at the time that TN attempted to make delivery).
- 4.5 Title in the equipment shall pass from TN to the Customer on payment in full for equipment.
- 4.6 At the Customer's cost, TN may require the Customer to return the equipment to it or may enter on to the premises where such equipment is located and take possession of such equipment if the Customer does not fully pay the invoice for the equipment by the due date.
- 4.7 Unless stated otherwise in the Service Agreement, the Customer is responsible for the installation and maintenance of the equipment and TN shall have no liability in relation thereto.

5. TN EQUIPMENT

- 5.1 If TN agrees to rent TN Equipment to the Customer, the terms set out in this clause 5 shall apply.
- 5.2 TN shall deliver the TN Equipment to the address specified on the Service Agreement and shall notify you in advance of the delivery.
- 5.3 Risk in the TN Equipment shall pass to the Customer on delivery (or, if TN is unable to deliver the equipment at the notified time due to an act or omission of the Customer, at the time that TN attempted to make delivery).
- 5.4 Nothing in this Agreement shall transfer ownership in or any title or interest in or to the TN Equipment to the Customer.
- 5.5 TN may replace the TN Equipment from time to time and shall ensure that any replacement TN Equipment provides materially no less functionality than that replaced.

- 5.6 Where stated in the Service Agreement, TN shall install the TN Equipment at the location stated in the Service Agreement.
- 5.7 The Customer shall promptly notify TN of any faults which occur with or any repairs that the Customer becomes aware are necessary to the TN Equipment. TN shall use its reasonable endeavours to repair any such faults in accordance with the Service Guide.
- 5.8 Without prejudice to clause 3.2.1, the Customer shall immediately notify TN of any loss, damage or theft of the TN Equipment.
- 5.9 If as part of installing the TN Equipment, TN identifies that the Customer does not possess the required sundries or other equipment (for example network cables) necessary to perform the installation, where TN are able to supply such equipment and/or other sundries to the Customer, the Customer agrees that TN shall be entitled to charge the Customer for such equipment or sundries at list price.

6. ACCESS TO PREMISES AND PROVISION OF INFORMATION

- 6.1 The Customer provide to TN all such information, co-operation and access as TN may reasonably require for the purposes of providing the Services and ensuring that the Customer complies with this Agreement and the Acts.
- 6.2 The Customer shall procure permission for TN and its agents and subcontractors to have reasonable access to its premises and the connection points for the Services and to install and, where applicable, support any relevant equipment.
- 6.3 TN shall endeavour to provide reasonable advance notice of any access requirements and to limit such access to normal working hours (being 9am to 5.30pm Monday to Friday, excluding UK public and bank holidays). The Customer acknowledges that from time to time TN may need emergency access to its premises and the connection points for the Services outside normal working hours and that where Customer does not provide such access TN shall be entitled to relief under clause 2.5.
- 6.4 If the Customer agrees a time and date for access to its premises and TN (or its agents or subcontractors) are subsequently unable to access the premises at that time as a result of the acts or omissions of the Customer, TN may invoice the Customer for and the Customer shall pay for the call out.
- 6.5 The Customer may request TN to undertake the Services outside of normal working hours and TN shall endeavour to agree any such request. TN may invoice the Customer and the Customer shall pay TN's reasonable additional charges for complying with such request.
- 6.6 If the Customer requests support Services and it is subsequently determined that the support Services were unnecessary or were required because of:
 - 6.6.1 a breach of this Agreement by the Customer or a User;
 - 6.6.2 accident, misuse, neglect or failure to maintain by the Customer or a User; or
 - 6.6.3 the use of equipment not provided or approved by TN,then TN may invoice the Customer and the Customer shall pay TN's reasonable charges for such request. TN shall endeavour to notify the Customer as soon as reasonably practicable

after becoming aware that the work is unnecessary or required because of one of the reasons set out in this clause.

- 6.7 The Customer authorises TN (and TN's agents and subcontractors) to act on the Customer's behalf in making such arrangements with a third party service provider as may be necessary to enable access to the Services through carrier pre-selection or any other access device. The Customer shall promptly confirm TN's authority in writing to any such third party.

7. CHARGES AND PAYMENT

- 7.1 TN may invoice the Customer for the charges on a monthly basis and the Customer shall pay such charges within fourteen (14) days of the date of the invoice.
- 7.2 The charges shall be calculated in accordance with TN's then current pricing tariff and any usage charges shall be calculated by reference to the data recorded and logged by TN.
- 7.3 Without prejudice to TN's other rights, if any sum owed by the Customer is due and owing, TN may charge:
- 7.3.1 an administration fee of ten pounds (£10) per invoice that is paid late; and
 - 7.3.2 daily interest on the due amount from the date due until payment in full at the statutory interest rate calculated in accordance with the Late Payments of Commercial Debts (Interest) Act 1998.
- 7.4 All sums payable under this Agreement are exclusive of any VAT or other sales tax properly chargeable. The Customer shall pay all such VAT or other sales tax in addition to the Charges.
- 7.5 TN may set off any amounts due and payable by the Customer whether under this Agreement or any other agreement between the parties. The Customer may not exercise any right of set off, deduction or withholding against any amounts due to TN under this Agreement.
- 7.6 The Customer may not dispute an invoice more than ninety (90) days after the date of the invoice.
- 7.7 The Customer acknowledges that TN is not liable for any early termination fees charged by a third-party service provider and the Customer shall remain liable for all such fees.

8. CONFIDENTIALITY

- 8.1 Each party shall keep confidential any Confidential Information of the other party.
- 8.2 A party may disclose Confidential Information of the other party:
- 8.2.1 to its employees, offices, agents, advisers and subcontractors who need to use such information for the purposes of carrying out their obligations or exercising their rights under this Agreement; and
 - 8.2.2 as may be required by any applicable law, court order, governmental or regulatory authority or by any telecommunications network operator.
- 8.3 Each party shall ensure that its employees, offices, agents, advisers and subcontractors to whom it provides Confidential Information of the other party comply with this clause 8.
- 8.4 This clause 8 shall not apply to Confidential Information which:

- 8.4.1 was or becomes known by the receiving party without obligation of confidentiality;
 - 8.4.2 is in the public domain other than as a result of a breach of this clause 8; or
 - 8.4.3 is independently developed by the receiving party.
- 8.5 This clause 8 shall not prevent and the Customer hereby agrees that TN may:
- 8.5.1 issue an announcement regarding this Agreement and its relationship with the Customer; and
 - 8.5.2 refer to the Customer (including by using the Customer's name and logo) as a customer in its promotional communications and marketing materials.

9. DATA PROTECTION

- 9.1 Each party shall comply with its obligations and maintain all necessary registrations under the General Data Protection Regulation (GDPR) (EU) 2016/679. References in this clause 9 to "personal data", "data controller", "data processor" and "process" shall have the meanings set out in the Regulation.
- 9.2 The parties agree that the Customer shall be the data controller and TN the data processor for any personal data provided by the Customer under this Agreement and Customer warrants that it has obtained all necessary consents to allow TN to process such personal data as set out in this clause 9.
- 9.3 TN shall only process such personal data in accordance with this clause and any reasonable instructions from the Customer. Each party shall take commercially reasonable appropriate technical and organisational measures against unauthorised or unlawful processing of personal data or its accidental loss, damage or destruction.
- 9.4 The Customer agrees that TN may process personal data as required to provide the Services. In addition, the Customer agrees that TN may process personal data to inform the Customer about products, services, pricing packages and special offers that it can provide and which TN believes may be of interest to the data subject. If the Customer or a data subject does not wish to receive such information, it should notify TN in writing at 7A Triangle Centre, Clevedon BS21 6HX or such other address as may be notified from time to time.
- 9.5 TN shall not transfer personal data to any third party without the Customer's prior written consent. The Customer hereby consents to transfer personal data to third parties to the extent:
- 9.5.1 necessary to provide the Services as set out in this Agreement;
 - 9.5.2 required by applicable law;
 - 9.5.3 required to permit TN to manage and administer its relationship with third parties; and
 - 9.5.4 required to enable TN to undertake credit reference checks.
- 9.6 The Customer agrees that TN and/or its third-party service providers can search the files of credit reference agencies and that the credit reference agencies may keep a record of that search. TN and/or its service providers can also carry out identity and antifraud checks with fraud prevention agencies. TN and other organisations can access and use the information

recorded by fraud prevention agencies from other countries. If the Customer provides false or inaccurate information and TN identifies or suspects fraud, it will record this. Details of how the Customer conducts its account may also be disclosed to those agencies, law enforcement agencies and other telecommunications companies.

10. LIABILITY

10.1 Nothing in this Agreement shall limit or exclude either party's liability for:

10.1.1 death or personal injury caused by its negligence or of its employees whilst acting in the course of their employment;

10.1.2 fraud or fraudulent misrepresentation;

10.1.3 pursuant clause 3.2; or

10.1.4 for any other matter that cannot be limited or excluded by law.

10.2 Subject to clause 10.1, the total aggregate liability of TN under or in relation to this Agreement whether arising in tort (including negligence), breach of statutory duty, contract, misrepresentation or otherwise shall be limited to the charges paid by the Customer to TN in the twelve (12) month period immediately preceding the incident giving rise to the liability.

10.3 Subject to clause 10.1, TN shall not be liable to the Customer under or in connection with this Agreement, whether arising in tort (including negligence), breach of statutory duty, contract, misrepresentation or otherwise for:

10.3.1 business interruption;

10.3.2 loss of contracts;

10.3.3 loss of goodwill;

10.3.4 loss of profits or anticipated savings;

10.3.5 loss, corruption or destruction of or damage to data; or

10.3.6 any indirect or consequential losses.

10.4 For the avoidance of doubt, if the Service fails to operate and the Customer diverts traffic to another service provider, TN will not be liable for that service provider's charges.

11. TERM AND TERMINATION

11.1 Subject to clauses 11.2 and 11.3, this Agreement shall commence on the Start Date and shall continue in force until terminated by either party by not less than ninety (90) days' notice in writing or such other period as may be set out in the Service Agreement.

11.2 Without prejudice to any other rights or remedies, either party may terminate this Agreement immediately for cause by written notice to the other party if that other party:

11.2.1 is in material breach of this Agreement, which is not capable of remedy or is capable of remedy, and has failed to remedy the breach within thirty (30) days of receiving written notice requiring it to do so; or

11.2.2 has a receiver, liquidator or administrator appointed, is the subject of bankruptcy proceedings, ceases to trade, passes a resolution for or is the subject of a winding up

order (other than for a solvent amalgamation or reconstruction), makes any composition or arrangement with creditors, or is unable to pay its debts as and when they fall due.

- 11.3 Without prejudice to any other rights or remedies, TN may terminate this Agreement immediately by written notice to the Customer if any licence which the Customer requires to operate its telecommunications systems and/or connect them to the Services or to a telecommunications network is revoked, terminated or otherwise ceases to be valid.
- 11.4 Certain Services are subject to a minimum term as specified in the Service Agreement. If the Customer terminates this Agreement (or any particular Service) pursuant to clause 11.1 or if TN terminates this Agreement (or any particular Service) pursuant to clause 11.2 or 11.3 prior to the end of the stated minimum term for the relevant Service, the Customer shall pay to TN early termination charges being the total charges that would have been payable to TN from the date of termination until the end of the relevant minimum term period had the Agreement (or Service) not being so terminated.
- 11.5 On termination of this Agreement for whatever reason:
- 11.5.1 all amounts due from the Customer to TN shall immediately become due and owing and the Customer shall promptly pay such amounts (and no later than fourteen (14) days from the date of termination);
 - 11.5.2 the Customer shall cease using the Services;
 - 11.5.3 the Customer shall permit TN on reasonable notice to remove the TN Equipment; and
 - 11.5.4 each party shall return or destroy all Confidential Information of the other party in its possession or control to the extent reasonably practicable and shall otherwise maintain the confidentiality of such Confidential Information.
- 11.6 Without prejudice to its other rights and remedies, TN may suspend the Services (in whole or part) at any time if:
- 11.6.1 TN has the right to terminate this Agreement pursuant to clause 11.2 or 11.3;
 - 11.6.2 any amount owed by the Customer to TN is due and owing;
 - 11.6.3 TN is required to do so to comply with applicable law, a regulatory authority, the emergency services or a telecommunication network operator; or
 - 11.6.4 TN reasonably believes it is necessary to do so to protect the security and/or integrity of the Services and/or any networks.
- 11.7 TN shall use reasonable endeavours to provide advance notice of any suspension to the Customer.
- 11.8 Where the Services are suspended pursuant to:
- 11.8.1 clauses 11.6.1 or 11.6.2; or
 - 11.8.2 clauses 11.6.3 or 11.6.4 and the reason for the suspension is the breach, act or omission of the Customer

the Customer shall remain liable for the Charges during the suspension, shall reimburse for all costs and expenses incurred by TN in implementing the suspension and TN may charge the Customer a reconnection fee.

- 11.9 If the Customer wishes to cancel the Services prior to their commencing, the Customer shall be liable to TN for any circuit cancellation charges which TN has to pay to any third party.
- 11.10 If the Customer purports to terminate this Agreement pursuant to this clause 11 but fails to transfer the Services to an alternate provider and continues to use the Services after the date of termination, TN may charge the Customer for any Services that it continues to provide and the Customer shall pay such charges in accordance with clause 7, but TN shall not be liable to the Customer for any failure of or default in such Services.
- 11.11 The following clauses shall survive termination or expiry of this Agreement: 1, 3.2, 4.6, 7 to 11 and 15 to 18.

12. AMENDMENTS

- 12.1 The Customer may request in writing that TN amend the Services provided or the TN Equipment. TN shall use its reasonable endeavours to agree to any such request, subject to the Parties agreeing appropriate amendments to the applicable charges. No such amendments shall take effect until confirmed in writing by TN.
- 12.2 TN may from time to time issue updated Service Guides and shall use its reasonable endeavours to provide reasonable advance notice of any such update to the Customer. Where the update is required due to a change in law or a change required by a third party network operator, the Customer acknowledges that such reasonable advance notice may not be possible.
- 12.3 TN may from time to time amend this Agreement by providing not less than fourteen (14) days' notice in writing to the Customer. Where the amendments have a material adverse effect on the Customer or the Services, the Customer may terminate this Agreement pursuant to clause 11.1 save that no termination compensation shall be payable. If the Customer does not notify TN of its intention to terminate the Agreement within fourteen (14) days' of TN notifying it of the amendments to the Agreement, the Customer shall be deemed to have accepted the amendments and the Agreement shall continue as amended in full force.

13. FORCE MAJEURE

- 13.1 Neither party will be liable to the other party for any loss, damage or delay caused to or suffered by the other party as a direct or indirect result of any circumstances outside the reasonable control of that party, including strikes, lock outs or other industrial disputes, failure of a utility service, failure of a telecommunications network operator (other than a party to this Agreement), act of God, war, acts of terrorism, riot, civil commotion, fire, flood, storm or earthquake.

14. SUBCONTRACTING

TN may sub-contract any of its obligations under this Agreement but shall be responsible to the Customer for the performance of any subcontractor.

15. THIRD PARTY RIGHTS

A person who is not Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement

16. NOTICES

16.1 Written communications or notices required to be delivered under this Agreement may be delivered by hand, by post or by email:

16.1.1 where addressed to the Customer, to the address set out on the Service Agreement for the Services; and

16.1.2 where addressed to TN, to the address shown on the last invoice to be sent to the Customer.

16.2 Any written communication or notice shall be considered to have been received by the addressee as follows: immediately upon delivery where delivery is by hand, two (2) business days following the date of despatch of the notice or other document by post or upon receipt of a successful delivery receipt notice if sent before 1600 on a business day (or at 0900 the next business day where sent after 1600 on a business day). To prove that a notice or other document was received it shall be sufficient to show that it was properly addressed and despatched.

16.3 The Customer shall notify TN of any changes to its contact details set out in the Service Agreement.

17. GENERAL

17.1 The Customer may not assign the whole or any part of this Agreement or any of its rights and obligations under it without the prior written consent of TN. TN reserves the right to transfer, novate or assign the whole or any part of this Agreement or any of its rights and obligations under it without the prior written consent of the Customer.

17.2 Nothing in this Agreement and no action taken by the parties under it shall be deemed to constitute a partnership or joint venture, nor a relationship of employer and employee, or (save as set out in clause 6.7) of agent and principal.

17.3 If a provision of this Agreement is held to be or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, then that provision shall be deemed not to form part of this Agreement and the other provisions of the Agreement shall continue in full force and effect.

17.4 No failure or delay by a party in exercising any right or remedy provided by law or under this Agreement shall impair the right or remedy, or operate as a waiver or variation of it, or preclude its exercise at any subsequent time.

17.5 This Agreement sets out the entire agreement and understanding between the parties in connection with the Services, and the Agreement supersedes any other agreement between the parties in respect of the provision of all or part of the Services. The Customer acknowledges that it has not relied on any representations made by or on behalf TN prior to entering into this Agreement. Nothing in this clause shall exclude or limit a party's liability or rights for fraudulent misrepresentation.

17.6 No terms or conditions, specification or other document endorsed on or contained in any order or purchase form or other document from the Customer shall form part of or act to amend this Agreement.

18. GOVERNING LAW

18.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of England.

18.2 The courts of England shall have the exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims), and the parties hereby submit to the exclusive jurisdiction of the English courts.