

GOWING & PURSEY SKIP HIRE TERMS & CONDITIONS

The Customer's attention is drawn in particular to the provisions of clause 8.

1. Interpretation

1.1 Definitions:

Business Day: a day when banks in London are open for business, being Monday to Saturday and excluding Sunday or a public holiday.

Charges: the charges payable by the Customer to G&P for the hire of the Skip as set out in the Order.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 12.4.

Contract: the contract between G&P and the Customer for the hire of the Skip in accordance with these Conditions.

Customer: the person who hires the Skip from G&P.

Delivery Location: the location at which the Skip will be delivered, as defined in clause 4.1;

Force Majeure Event: an event or circumstance beyond G&P's or the Customer's reasonable control (as the case may be), including acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, collapse of buildings, road closures, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts.

G&P: means Bridgemarts Limited trading as "Gowing & Pursey", company number 02318977, and whose registered office is at 2nd Floor Gadd House, Arcadia Avenue, London, England, N3 2JU.

Hazardous Waste: any hazardous waste as detailed in the List of Wastes (England) Regulations 2005 or the Hazardous Waste (England and Wales) Regulations 2005 or any other waste specified as such from time to time under applicable legislation or specified as such from time to time under regulations issued by the Secretary of State for Environment, Food and Rural Affairs and/or The Environment Agency and/or any other competent governmental or quasi-governmental body.

Hire Period: the period starting from the time and date when the Skip is delivered to the Delivery Location and ending on the time and date when the Skip is collected.

Order: the Customer's order for the hire of the Skip, as set out in the email, online or any other written confirmation sent by G&P to the Customer.

Skip: the Skip set out in the Order, being the builder's skip or skips designed to be carried on a road vehicle and to be placed on a highway or other land for the storage and subsequent removal and disposal of builder's rubble, waste, household and other rubbish or earth.

Total Loss: the Skip is, in G&P's opinion, damaged beyond repair, lost, stolen, seized or confiscated;

Website: the website that can be found at the URL www.gowingandpursey.co.uk.

1.2 Interpretation:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- (b) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (c) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (d) a reference to **writing** or **written** includes emails but excludes faxes.

2. Basis of contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to hire the Skip in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted either when G&P issues a written acceptance of the Order or starts to perform its obligations under the Contract, in either case at which point the Contract shall come into existence.
- 2.4 A quotation for the Skip given by G&P shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

3. Skip Hire

- 3.1 The Skip shall be hired by the Customer for the duration of the Hire Period.
- 3.2 The specification of the Skip will be as described on the Website.
- 3.3 G&P reserves the right to amend the specification of the Skip if required by any applicable statutory, regulatory or safety requirements.
- 3.4 G&P shall hire the Skip to the Customer subject to these Conditions.

4. Delivery & collection

- 4.1 G&P shall deliver the Skip to the location set out in the Order or such other location as G&P and the Customer may agree (**Delivery Location**) and G&P shall collect the Skip from the location set out in the Order or such other location as G&P and the Customer may agree.
- 4.2 Delivery is completed on the completion of unloading of the Skip at the Delivery Location.
- 4.3 G&P shall use its reasonable endeavours to deliver and collect the Skip by the dates and times agreed between G&P and the Customer. However, any dates quoted for delivery and collection are approximate only, are contingent on the working

or any other requirements of G&P and, accordingly, the time of delivery and collection are not of the essence. G&P shall not be liable for any delay in delivery or collection of the Skip that is caused by a Force Majeure Event or the Customer's failure to provide G&P with adequate delivery instructions or any other instructions that are relevant to the delivery or collection of the Skip.

4.4 At the time of delivery or collection of the Skip, the Customer will ensure that there is adequate access and egress to, and space at, the Delivery Location and around the Skip (as the case may be) to allow G&P and its respective vehicle to deliver and/or collect and remove the Skip (as the case may be). In the event that G&P is unable to deliver or collect the Skip due to inadequate access, egress or space then the Customer shall be liable to pay G&P the costs incurred and otherwise associated with the abortive delivery or collection.

4.5 The Customer shall procure that a duly authorised representative of the Customer shall be present at the time of delivery of the Skip. Acceptance of the said delivery by such representative shall constitute conclusive evidence that the Customer has examined the Skip and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by G&P, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.

4.6 Once delivered, G&P shall not, other than in the exercise of its rights under these Conditions or applicable law, interfere with the Customer's quiet possession of the Skip.

5. Title and risk

5.1 The Skip shall at all times remain the property of G&P, and the Customer shall have no right, title or interest in or to the Skip (save the right to possession and use of the Skip subject to the terms and conditions of these Conditions).

5.2 The risk of loss, theft, damage or destruction of the Skip shall pass to the Customer immediately upon delivery to the Delivery Location. The Skip shall remain at the sole risk of the Customer during the Hire Period until such time as the Skip is collected by G&P. During the Hire Period until such time as the Skip is collected by G&P, the Customer shall, at its own expense, obtain and maintain the following insurances:

- (a) insurance of the Skip to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as G&P may from time to time nominate in writing;
- (b) insurance for such amounts as a prudent owner of the Skip would insure for, or such amount as G&P may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Skip; and
- (c) insurance against such other or further risks relating to the Skip as may be required by law, together with such other insurance as G&P may from time to time consider reasonably necessary and advise to the Customer.

5.3 If requested by G&P, all insurance policies procured by the Customer shall be endorsed to provide G&P with at least twenty (20) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall, if requested by G&P, name G&P on the policies as a loss payee in relation to any claim relating to the Skip. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.

- 5.4 The Customer shall give immediate written notice to G&P in the event of any loss, accident or damage to the Skip arising out of or in connection with the Customer's possession or use of the Skip.
- 5.5 If the Customer fails to effect or maintain any of the insurances required under this agreement, G&P shall be entitled (but shall not be obliged) to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer. Nothing in this clause 5.5 shall be construed so as to extinguish or relieve the Customer of any of its obligations under clause 5.2.
- 5.6 The Customer shall, if requested by G&P, immediately supply copies of the relevant insurance policies or other insurance confirmation acceptable to G&P and proof of premium payment to G&P to confirm the insurance arrangements.

6. Customer responsibilities

- 6.1 During the Hire Period, the Customer shall:
- (a) other than where the Skip is placed on private property and subject to the relevant local authority's rules and regulations from time to time, ensure that the permission of the highways authority for the relevant highway is obtained pursuant to section 139 of the Highways Act 1980;
 - (b) ensure that all the conditions subject to which the permission referred to in clause 6.1(a) is issued are complied with at all times, including to ensure that the Skip is properly lit during the hours of darkness, is clearly visible to traffic at all times and does not obstruct any footways;
 - (c) ensure that the Skip is kept in a suitable environment and used only for the purposes for which it is designed;
 - (d) take such steps (including compliance with all safety and usage instructions provided by G&P) as may be necessary to ensure that the Skip is at all times well lit, safely loaded and without risk to health when it is being used;
 - (e) not continue to use the Skip where it has been damaged (other than usual wear and tear of the Skip) and will immediately notify G&P in writing if the Skip is involved in an accident resulting in damage to the Skip, other property and/or injury or death to any person;
 - (f) take adequate and proper measures to protect the Skip from theft and immediately notify G&P in writing if the Skip is stolen or lost;
 - (g) not light fires in the Skip nor to burn anything therein, nor to place any corrosive acid or noxious substance nor liquid cement or concrete in the Skip;
 - (h) not deposit in the Skip any Hazardous Waste (examples of which include fridges and freezers, mattresses, tyres, paint, cans, TVs and computer monitors, asbestos, clinical or medical waste, florescent tubes, solvents, liquids, oil, batteries, plasterboard, hazardous or toxic material, or gas cylinders) or any other waste which G&P may decide from time to time is hazardous, toxic or otherwise unsuitable. Surcharges will apply where any of these items have been deposited in the Skip without the prior permission of G&P and the Customer shall pay any such surcharges immediately upon demand by G&P;
 - (i) ensure that the waste material to be placed in the Skip falls within the meaning of "prescribed cases" under section 3 of the Control of Pollution Act 1974 and regulation 4 of the Control of Pollution (Licensing of Waste

Disposal) Regulation 1976 and any subsequent regulations issued by the Secretary of State for the Environment, Food and Rural Affairs which are in force on the date of the collection of the Skip;

- (j) subject to the relevant local authority's rules and regulations from time to time, ensure that the requisite licence has been issued under section 5 of the Control of Pollution Act 1974;
- (k) ensure that all activities undertaken by the Customer which may be subject to regulation by virtue of any applicable duty of care under section 34 of the Environmental Protection Act 1990 or otherwise are fully compliant with the legislation and do not detrimentally affect the compliance of G&P with the said legislation or in any way render G&P liable under section 33 of the said Act or otherwise liable;
- (l) ensure that the Skip is covered at all times when it is left unattended;
- (m) ensure that the Skip is not filled above the level of the sides thereof. In the event that G&P is unable to collect the Skip owing to overloading of the Skip, the Customer shall pay to G&P the costs incurred and otherwise associated with the abortive collection;
- (n) maintain at its own expense the Skip in good and substantial repair in order to keep it in as good an operating condition as it was at the start of the Hire Period (fair wear and tear only excepted), and immediately notify G&P in writing after any loss or damage is caused to the Skip;
- (o) subject to clause 6.1(p) below, if the Skip is returned in a damaged, unclean and/or defective state (except where due to fair wear and tear), be liable to immediately pay G&P for the cost of any repair and/or cleaning required to return the Skip to a condition fit for re-hire, and the hire charges until such repairs and/or cleaning have been completed;
- (p) pay to G&P the replacement cost (on a new for old basis) of the Skip if it is lost, stolen or, in G&P's opinion, damaged beyond economic repair while on hire. The Customer shall further pay to G&P the hire charges for the Skip until G&P has been replaced;
- (q) make no alteration to the Skip and shall not remove, obscure, deface or alter any existing signs or markings on the Skip;
- (r) keep G&P fully informed of all material matters relating to the Skip;
- (s) keep the Skip at all times at the Delivery Location and shall not move or attempt to move the Skip to any other location without G&P's prior written consent;
- (t) permit G&P or its duly authorised representatives to inspect the Skip at all times and for such purpose to enter upon the Delivery Location or any other premises at which the Skip may be located, and shall grant to G&P or its duly authorised representatives full access and facilities for such inspection;
- (u) not, without the prior written consent of G&P, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Skip or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (v) not without the prior written consent of G&P, attach the Skip to any land or building so as to cause the Skip to become a permanent or immovable fixture on such land or building. If the Skip does become affixed to any land or building then the Skip must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the

Skip from any land or building and fully and effectively indemnify G&P against all losses, costs or expenses incurred as a result of such affixation or removal;

- (w) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of G&P in the Skip and, where the Skip has become affixed to any land or building, the Customer must immediately take all necessary steps to ensure that G&P or its duly authorised representatives may enter such land or building and recover the Skip both during the Hire Period, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of G&P of any rights such person may have or acquire in the Skip and a right for G&P or its duly authorised representatives to enter onto such land or building to remove the Skip;
- (x) not suffer or permit the Skip to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Skip is so confiscated, seized or taken, the Customer shall immediately notify G&P and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Skip and shall fully and effectively indemnify G&P on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (y) not use the Skip for any unlawful purpose;
- (z) fully and effectively indemnify G&P on demand against all losses, liabilities, claims, damages, costs or expenses of whatever nature that it may incur arising out of or in connection with claims for injury to persons or property relating to use of the Skip during the Hire Period;
- (aa) ensure that at all times the Skip remains identifiable as being G&P's property and wherever possible shall ensure that a visible sign to that effect is attached to the Skip;
- (bb) allow G&P or its duly authorised representatives access to the Delivery Location or any other premises where the Skip is located for the purpose of removing the Skip; and
- (cc) not do or permit to be done anything which could invalidate the insurances referred to in clause 5.

6.2 The Customer acknowledges that G&P shall not be responsible for any loss of or damage to the Skip arising out of or in connection with any negligence, misuse, mishandling of the Skip or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer undertakes to fully and effectively indemnify G&P on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with any or all of these Conditions.

7. Charges and payment

7.1 The Customer shall pay the Charges to G&P.

7.2 The Charges are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law.

7.3 The Charges and any other amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7.4 If the Customer fails to pay the Charges or any other payment due to G&P under the Contract by the due date for payment, then, without limiting G&P's remedies under clause 10, the Customer shall pay interest on the overdue amount at the rate of 8% per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

8. Liability

8.1 Without prejudice to clause 8.2, G&P's maximum aggregate liability for breach of the Contract (including any liability for the acts or omissions of its officers, employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed 100% of the Charges that have been paid to G&P by the Customer.

8.2 Nothing in these Conditions shall exclude or in any way limit:

- (a) either G&P's or the Customer's liability for death or personal injury caused by its own negligence;
- (b) either G&P's or the Customer's liability for fraud or fraudulent misrepresentation; or
- (c) liability for any breach of the terms implied by section 8 of the Supply of Goods (Implied Terms) Act 1973 or any other liability which cannot be excluded by law.

8.3 These Conditions set forth the full extent of G&P's obligations and liabilities in respect of the Skip and its hiring to the Customer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on G&P except as specifically stated in these Conditions. Any condition, warranty or other term concerning the Skip which might otherwise be implied into or incorporated within these Conditions, whether by statute, common law or otherwise, is expressly excluded.

8.4 Without prejudice to clause 8.2, G&P shall not be liable under the Contract for any:

- (a) loss of profit;
- (b) loss of revenue;
- (c) loss of business; or
- (d) indirect or consequential loss or damage,

in each case, however caused, even if foreseeable.

9. Termination

Without affecting any other right or remedy available to it, G&P may terminate the Contract with immediate effect by giving notice to the Customer if:

- (a) if a Total Loss occurs in relation to the Skip;
- (b) the Customer fails to pay any amount due under the Contract on the due date for payment;

- (c) the Customer commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified to do so;
- (d) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (e) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer (being a company);
- (h) the holder of a qualifying floating charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
- (j) the Customer (being an individual) is the subject of a bankruptcy petition or order;
- (k) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days;
- (l) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9(d) to clause 9(k) (inclusive);
- (m) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (n) the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

10. Consequences of termination

10.1 Upon termination of the Contract, however caused:

- (a) G&P's consent to the Customer's possession of the Skip shall terminate and G&P may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Skip and for this purpose may enter the Delivery Location or any other premises at which the Skip is located; and
- (b) without prejudice to any other rights or remedies of the Customer, the Customer shall pay to G&P on demand:
 - (i) all Charges and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 7.4;
 - (ii) any costs and expenses incurred by G&P in recovering the Skip and/or in collecting any sums due under the Contract (including any storage, insurance, repair, transport, legal and remarketing costs).

10.2 Upon termination of the Contract pursuant to clause 9, without prejudice to any other rights or remedies of G&P, the Customer shall pay to G&P on demand a sum equal to the whole of the Charges that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the Hire Period.

10.3 The sums payable pursuant to clause 10.2 shall be agreed compensation for G&P's loss and shall be payable in addition to the sums payable pursuant to clause 10.1(b).

10.4 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of G&P and the Customer that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

11. Force majeure

Neither G&P nor the Customer shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations hereunder if such delay or failure results from a Force Majeure Event. If the period of delay or non-performance continues for at least one week, then either party may terminate the Contract by giving written notice to the other party.

12. General

12.1 Acting as consumer

Nothing in these Conditions shall exclude or limit any statutory rights of the Customer where he or she is acting as a consumer and therefore has the benefit of any consumer protection legislation. Any provision which would be void under any such consumer protection legislation or any other applicable legislation shall, to that extent, have no force or effect.

12.2 Assignment and other dealings.

- (a) G&P may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of G&P.

12.3 Entire agreement.

- (a) The Contract constitutes the entire agreement between G&P and the Customer and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
 - (b) Each of G&P and the Customer agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions.
- 12.4 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by G&P and the Customer (or their authorised representatives).
- 12.5 **Waiver.** No failure or delay by G&P or the Customer to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 12.7 **Notices.**
 - (a) Any notice or other communication given to G&P under or in connection with the Contract shall be in writing, addressed to Gowing & Pursey, 100 Twyford Abbey Road, London NW10 7XE, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
 - (b) Any notice or other communication given to the Customer under or in connection with the Contract shall be in writing, addressed to the Customer at its registered office (if a company) or its principal place of business (in any other case unless the Customer is an individual) or at the address set out in the Order (where the Customer is an individual), and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
 - (c) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clauses 12.7(a) or (b); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
 - (d) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 12.8 **Third party rights.** No one other than a party to the Contract and their permitted assignees shall have any right to enforce any of its terms.

- 12.9 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between G&P and the Customer, constitute either of them the agent of the other, or authorise either of them to make or enter into any commitments for or on behalf of the other.
- 12.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 12.11 **Jurisdiction.** Each of G&P and the Customer irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.