



General Terms and Conditions for the Supply of Telephony/IP/Internet Services by Ryland Communications Ltd.

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement the following terms shall have the following meanings:

"Act" means the Telecommunications Act 1984 and amendments to the Act that may be made from time to time.

"Agreement" means the agreement between the Service Provider and the Subscriber for the supply of Network Services comprised in the Order Form incorporating these terms and conditions or variation thereof agreed upon in writing by the parties

"Confidential Information" means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

"Connection Date" or "live date" means the date when the Service Provider is in a position to and has agreed to commence provision of the Telephony/IP Services or Internet Services to the Subscriber.

"Internet Services" means ADSL and FTTC (Fibre to the cabinet) services.

"Number Translation Service" means any telecommunications service provided by Ryland Communications Limited which commences with a non-geographic code requiring translations for onward routing to the Subscriber and including services such as 0800 freephone, 0845 local rate, 0870 and 0871 national rate and premium rate telephone call facilities.

"Order Form" means Ryland Communications Business Order Form(s) which sets out details of the Service Provider, the Subscriber and the services being provided.

"Service Provider" means Ryland Communications Limited, by whom this Agreement is made and the expression "Service Provider" includes the Service Provider's permitted assignees, employees and agents.

"Subscriber" means the person, firm or company specified on the Ryland Communications Order Form(s) with whom this agreement is made and includes where relevant the Subscriber's permitted assignees, employees and agents.

"Subscriber Details" means the service numbers of lines to be connected to the Network Services.

"Telephony/IP services" means installation, transfer, rental of PSTN or ISDN lines, SIP or Hosted IP connections, or per minute access to network capacity, telephony or IP based, as is required to complete voice telephone calls and data transmission domestically or internationally via the public switched telephone network, or via IP networks, by the Service Provider to the Subscriber.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time;

1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions or to a Clause of the Agreement, as appropriate; and

1.2.5 a "Party" or the "Parties" refer to the parties to the Agreement.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

2. SUPPLY OF NETWORK SERVICES

The Service Provider undertakes to use all reasonable endeavours to supply the Network Services to the Subscriber as and from the Connection Date subject to and on the terms of this Agreement. All services and agreements are supplied subject to and compliant with all relevant Ofcom rulings whose terms & conditions are available on our website www.rylandcommunications.co.uk or by request from Ryland Communications. The following is a link to Ofcom's General Condition 24 on Sales and Marketing of Fixed-Line Telephony Services - <http://stakeholders.ofcom.org.uk/binaries/telecoms/policy/narrowband/statement.pdf>

3. DURATION/TERMINATION

This Agreement shall come into full force and effect from the date on the Order Form or the Connection Date whichever is the later, and shall continue for a period of twelve months thereafter, unless otherwise specified on the Order Form. Where applicable, in line with Ofcom regulations, failure to give written notice of agreement cancellation/termination one month before the end date of the agreement will automatically roll the agreement over into a rolling monthly agreement. In the event of subscriber cancellation without the Service Provider's prior agreement during the initial period of this agreement, or any follow on period, the Service Provider will charge the Subscriber for any outstanding contract period using an average of the Subscriber's monthly invoices to the date of cancellation to calculate the penalty. This penalty applies only in cases of unilateral Subscriber cancellation, and covers both voice traffic and monthly service rental. Throughout the term of the agreement cessation of traffic by the Subscriber or appointment of a new Service Provider for lines or to carry traffic on the telephone numbers covered by this agreement, will be viewed as de facto cancellation and will incur the penalties outlined above. In addition any Subscriber who has had a free or reduced rate install and cancels in their initial contract term will be liable to repay the full cost of that installation.

4. CHARGES AND PAYMENTS

- 4.1 The Subscriber shall be invoiced monthly by the Service Provider and agrees to pay charges, by Direct Debit (preferred method), BACS or Cheque within 14 days of the invoice date. Failure to do so may result in a loss of service as per clause 8. Line and service rental charges will be payable monthly in advance, usage charges in arrears.
- 4.2 Usage charges will be as detailed in the Service Provider's price list, and will cover all calls made from the Subscriber's equipment.
- 4.3 The Service Provider shall have the right to alter charges in the Service Provider's price list, by giving the Subscriber not less than 28 days' notice in writing.
- 4.4 Usage charges payable shall be calculated by reference to data recorded or logged by or on behalf of the Service Provider and not by reference to any data recorded or logged by the Subscriber.
- 4.5 The Service Provider reserves the right to charge daily interest on amounts outstanding 14 days after invoice until payment in full is received, at the rate of 4% above the bank of England base rate from time to time in force. Interest shall continue to accrue notwithstanding termination of this Agreement. Re-presentation of any failed Direct Debit will also incur a £5 re-presentation fee.
- 4.6 All sums referred to in this Agreement are exclusive of Value Added Tax and any taxes of a similar nature which may from time to time be introduced.
- 4.7 Payment of all sums due to the Service Provider shall be made without any set-off whatsoever.

5. SERVICE PROVIDER'S OBLIGATIONS

- 5.1 This clause 5.1 shall apply to the Number Translation Service.
 - 5.1.1 The Service Provider shall be entitled for operational or technical reasons or in order to comply with any numbering scheme or other obligation imposed on the Service Provider by the Licensors or by any other competent authority to withdraw or change any telephone or code (or group thereof) allocated to the Subscriber as part of the Number Translation Service PROVIDED THAT the Service Provider gives the Subscriber the maximum period of notice in writing thereof practicable in the circumstances
- 5.2 This clause 5.2 shall apply to the Internet Services.
 - 5.2.1 Where the Service Provider supplies a compatible pre-configured router this is only configured to enable internet access for said Internet Services. Other configuration settings requested by the Subscriber are at the Service Provider's discretion.
 - 5.2.2 The Service Provider is only responsible for providing an internet connection; issues relating to Local Area Network (LAN) are the responsibility of the Subscriber however the Service Provider will make best endeavours to assist the Subscriber or their IT contact where applicable

6. CONDITIONS OF USE OF NETWORK SERVICES

The Subscriber agrees and undertakes:

- 6.1 to use the Network Services in accordance with such conditions as may be notified to it in writing by the Service Provider from time to time.
- 6.2 not to contravene the Act or any other relevant regulations or licences granted hereunder.
- 6.3 not to use the Network Services to communicate any material which is intended to be a hoax call to emergency services or is of a criminal, defamatory, offensive, abusive, obscene or menacing character.
- 6.4 not to use the Network Services in a manner which constitutes a violation or infringement of the rights of any other party
- 6.5 to provide the Service Provider with all such information as it reasonably requests relating to the Subscriber's telecommunications apparatus.
- 6.6 The Subscriber shall indemnify the Service Provider against all liabilities, claims, damages, losses and expenses arising from the use by the Subscriber of the Network Services in breach of this Agreement.
- 6.7 This clause 6.7 shall apply to the Number Translation Service.
 - 6.7.1 The Subscriber acknowledges and agrees that any Number Translation Service including any telephone numbers provided as part of that service shall only be provided by the Service Provider and available for use by the Subscriber for the duration of this Agreement.

6.8 This clause 6.8 shall apply to the Internet Services.

6.8.1 The Subscriber shall enter into the agreement as described in clause 3 with the exception of FTTC services which are bound by a 12 month minimum term. After this time unless given written notice of agreement cancellation/termination one month before the end date of the 12 month agreement will automatically roll the agreement over into a rolling monthly agreement.

6.8.2 Fair Usage Policy (FUP) applies to non Pay As You Go (PAYG) ADSL tariffs. 100GB FUP for standard care tariffs and 150GB FUP for Premium/Enhanced Care. Usage is capped if the corresponding FUP rate is exceeded.

7. ACCESS TO PREMISES AND PROVISION OF INFORMATION

To enable the Service Provider to exercise its obligations under this Agreement:

7.1 The Subscriber shall permit or procure permission for the Service Provider and any other person(s) authorised by the Service Provider to have reasonable access to its premises and its telephone system and other equipment and shall provide such reasonable assistance as the Service Provider requests.

7.2 The Service Provider will normally carry out work, by appointment and during normal working hours but may request the Subscriber to provide access at other times but such requests shall not oblige the Subscriber to provide such access

7.3 At the Subscriber's request, the Service Provider may agree to work outside normal working hours and the Subscriber shall pay the Service Provider's reasonable charges for complying with such a request.

7.4 If the Subscriber requests maintenance or repair work which is found to be unnecessary, the Subscriber may be charged for the work and the costs incurred. The Service Provider will give notice that work is considered unnecessary prior to completion and raising charges.

8. SUSPENSION OF SERVICE

8.1 The Service Provider may at its sole discretion elect to suspend forthwith provision of the Network Services until further notice without compensation having given the Subscriber as much notice as is reasonable under the circumstances either orally (confirming such notification in writing) or in writing in the event that:

8.1.1 the Subscriber is in breach of a material term of this Agreement including for the purposes of this Agreement its failure to pay charges to the Service Provider on the due date.

8.1.2 the Service Provider is obliged to comply with an order, instruction or request of the Government, an emergency services organisation or other competent administrative authorities.

8.1.3 the Service Provider suspects that the Network Services are being used fraudulently, or in a manner contrary to the conditions in Clause 4.

8.2 The Subscriber shall reimburse the Service Provider for all reasonable costs and expenses incurred by the implementation of such suspension and/or the recommencement of the provision of the Network Services as appropriate, but only where the suspension is implemented as a consequence of breach, fault or omission of the Subscriber.

8.3 Rental will continue to accrue during any period of suspension, and a reconnection fee will be charged to restart service.

9. LIABILITY

9.1 Nothing in this Agreement shall exclude or restrict the Service Provider's liability for death or personal injury resulting from the negligence of the Service Provider or of its employees while acting in the course of their employment with the Service Provider.

9.2 Neither party shall be liable to the other in contract, tort or otherwise for any loss of business, contracts, anticipated savings or profits or for any other indirect or consequential loss whatsoever

9.3 The Service Provider's liability in contract, tort or otherwise arising out of or in connection with the performance of its obligations under this Agreement shall be limited to £1 million for any one incident or series of incidents and £2 million in aggregate.

9.4 The Service Provider shall not be liable to the Subscriber for any breach of any provision of this Agreement caused by any reason outside the control or responsibility of the Service Provider including without limitation the failure of any third party public telecommunications operator or network carrier to provide network capacity (or any element thereof) to the Service Provider on which it was reliant for the purposes of this Agreement (whether in breach of contract or otherwise) any Act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, any act or omission of Government, highways authorities, or other competent authorities.

9.5 The Service Provider shall not in any event be liable to the Subscriber for any indirect, consequential or incidental loss or special damages howsoever arising or for any loss of revenue, business, anticipated savings or profits and the Subscriber shall indemnify and keep the Service Provider indemnified against any claims and expenses arising out of the foregoing.

9.6 For the avoidance of doubt, the Service Provider shall not in any event be liable to the Subscriber or any third party for any claims, liabilities, damages, costs or losses, whether direct or indirect, or for any loss of revenue, business, anticipated savings or profit arising in connection with the failure of the Subscriber to comply with any or all of its obligations under this Agreement.

9.7 The Subscriber shall be solely responsible for the security of their Telecommunications equipment, and will be liable for all call traffic originating from that equipment. The Service Provider will not be liable for any call traffic made from the Subscriber's equipment which is due to Subscriber equipment security failures.

10. EARLY TERMINATION

10.1 This Agreement may be terminated forthwith by the Service Provider either orally (confirming such notification in writing) or in writing if there is a material or persistent breach by the Subscriber of any of the Subscriber's obligations under this Agreement (including, without limitation, non-payment of charges due) and in the case of breaches which are capable of remedy the Subscriber fails to remedy the same within 7 days of such notice.

10.2 Notwithstanding anything to the contrary expressed or implied in this Agreement, either party (without prejudice to its own rights) may terminate this Agreement forthwith in the event that a liquidator (other than for the purpose of amalgamation or reconstruction), trustee in bankruptcy, administrator or receiver and manager is appointed in respect of the whole or part of the assets of the Subscriber, or the Subscriber enters into an arrangement or composition with its creditors, or other circumstances arise which entitle a court or creditor to appoint a receiver or administrator or to make a winding up order.

10.3 If the Subscriber wishes to cancel this Agreement in whole or in part prior to the Connection Date the Service Provider will agree to accept such cancellation upon written notice on the basis that the Subscriber shall reimburse to the Service Provider any outstanding charges, including, where relevant, installation charges: (i) cancellation 2 working days prior to notified install date £10 Administration fee (ii) cancellation less than 2 working days prior to notified install date 100% of full install charge.

11. Effects of Termination

Upon the termination of the Agreement for any reason:

- 11.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- 11.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
- 11.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination;
- 11.4 except in respect of any accrued rights neither Party shall be under any further obligation to the other;
- 11.5 each Party shall (except to the extent referred to in Clause 14 of the Agreement) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information;

12. ASSIGNMENT

The Service Provider may, but the Subscriber shall not (without the prior written consent of the Service Provider such consent not to be unreasonably withheld or delayed), assign or delegate or otherwise deal with all or any of its rights or obligations under this Agreement.

13. GENERAL

- 13.1 This Agreement supersedes all other agreements and representations made by either party, whether oral or written. This Agreement may be modified upon the Service Provider giving to the Subscriber not less than 30 days prior written notice thereof
- 13.2 Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion
- 13.3 By signing the Order Form the Subscriber thereby agrees to the total exclusion of all its (the Subscriber's) terms and conditions of business from this Agreement.
- 13.4 Any notice, invoice or other document which may be given by either party under this Agreement shall be in writing (except as provided otherwise) and shall be deemed to have been duly given if addressed to the party to which it is to be given and if left at or delivered by pre-paid recorded delivery mail or facsimile (provided that such facsimile is then confirmed by pre-paid mail) to that party's address as shown on the Order Form or in either case at such other address as has been notified by one party to the other.
- 13.5 This Agreement shall be governed by and construed and interpreted in accordance with English law, and the parties hereby submit to the jurisdiction of the English courts
- 13.6 Any director or representative of a limited company who signs on behalf of the Subscriber will be deemed an authorised signatory and thereby guarantee the Subscriber's acceptance of its obligations under this Agreement.
- 13.7 Any terms that would be implied herein by statute or common law shall be excluded to the fullest extent permitted by law
- 13.8 It is the Subscriber's responsibility alone to ensure they are not in a legally binding contract with another provider of services which they contract to have supplied by Ryland Communications Ltd. Any cancellation fees, early termination charges, or other fees, penalties or charges that are incurred as a result shall be the sole responsibility of the Subscriber.

14. Confidentiality

- 14.1.1 Either Party shall undertake that as authorised in writing by the other Party, it shall, at all times during the continuance of the Agreement and for 5 years after its termination:
 - 14.1.2 keep confidential all Confidential Information;
 - 14.1.3 not disclose any Confidential Information to any other party;
 - 14.1.4 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
 - 14.1.5 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 14.1.6 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of this clause 14
- 14.1.7 Either Party may disclose any Confidential Information to:
 - 14.1.7.1 any sub-contractor or supplier of that Party;
 - 14.1.7.2 any governmental or other authority or regulatory body; or
 - 14.1.7.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies; to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and obtain and submit to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made;
- 14.1.8 Either Party may use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.
- 14.1.9 The provisions of this Clause 14 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

15. Force Majeure

- 15.1.1 No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 15.1.2 In the event that a Party to the Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period to be defined in the Agreement, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

16. No Waiver

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

17. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

18. Costs

Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

19. Set-Off

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time

20. Assignment and Sub-Contracting

- 20.1 Subject to sub-Clause 20.2 The Agreement shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.
- 20.2 The Service Provider shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Service Provider

21. Time

The times and dates referred to in the Agreement shall be for guidance only and shall not be of the essence of the Agreement and may be varied by mutual agreement between the Parties

22. Relationship of the Parties

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

23. Non-Solicitation

- 23.1 Neither Party shall, for the Term of the Agreement and for a defined period (which shall be defined in the Agreement) after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to the Agreement [without the express written consent of that Party].
- 23.2 Neither Party shall, for the Term of the Agreement and for a defined period (which shall be defined in the Agreement) after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party [without the express written consent of that Party].

24. Third Party Rights

- 24.1 No part of the Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.
- 24.2 The Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

25. Notices

- 25.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 25.2 Notices shall be deemed to have been duly given:
- 25.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
- 25.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
- 25.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- 25.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

26. Entire Agreement

- 26.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 26.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

27. Counterparts

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

28. Severance

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

29. Dispute Resolution

- 29.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes. Such negotiations shall follow the procedures under the Service providers Codes of practice for complaints handling and dispute Resolution which can be viewed at www.rylandcommunications.co.uk
- 29.2 If negotiations under sub-Clause 29.1 of the Agreement do not resolve the matter within 8 weeks of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through The Ombudsman Services: Communications (<https://www.ombudsman-services.org>).
- 29.3 If the ADR procedure under sub-Clause 29.2 of the Agreement does not resolve the matter within 12 weeks of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.
- 29.4 The seat of the arbitration under sub-Clause 29.3 of the Agreement shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.
- 29.5 Nothing in Clause 29 of the Agreement shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 29.6 The decision and outcome of the final method of dispute resolution under this Clause 29 of the Agreement shall not be final and binding on both Parties.

30. Law and Jurisdiction

- 30.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 30.2 Subject to the provisions of Clause 29 of the Agreement, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.