

Terms and Conditions of Business for the supply of Permanent Staff

1. Definitions

1.1. In these Terms of Business ("**Terms**") the following definitions apply:

- "**Additional Costs**" shall for example mean any advertising campaign, additional screening requirements or the like for a specific Vacancy or any other agreed supplementary charges.
- "**Advertised Assignment**" means an assignment whereby the Agency will discuss the Vacancy with the Client, assist the Client in drawing up the job specification, discuss and agree the advertisement and recruitment process with the Client, advertise the Vacancy (which will be an Additional Cost), process responses and provide the Client with a shortlist of Candidates.
- "**Agency**" means Jonathan Lee Recruitment Limited (company number 3724865) whose registered office is The Maltings, Mount Road, Stourbridge, West Midlands, DY8 1HZ.
- "**Business Day**" means Monday to Friday inclusive, excluding bank or public holidays in the UK.
- "**Candidate**" means an individual Introduced by the Agency to the Client.
- "**Charges**" means the fees to be paid by the Client to the Agency calculated in accordance with these Terms or as otherwise agreed between the Parties in writing including any Additional Costs.
- "**Client**" means the person, firm or corporate body; together with any subsidiary or holding company of that company and any other subsidiary of a holding company of

that company (as defined in the Companies Act 2006); any associated or connected company (as defined in the Income Tax Act 2007 and the Corporation Tax Act 2010); in each case to whom services are provided under these Terms and/or to whom the Candidate is Introduced.

- "**CV**" means Curriculum Vitae.
- "**Data Protection Legislation**" means (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
- "**Engagement**" means any engagement, employment or use of the Candidate by the Client or any third party directly or indirectly (whether for a definite or indefinite period) and the terms "**Engaged**" or "**Engage**" shall be construed accordingly.
- "**GDPR**" General Data Protection Regulation (EU) 2016/679.
- "**Introduction**" means the communicating (through whatever medium) of a Candidate's CV, a long or short list of Candidates and/or details of a Candidate by the Agency to the Client or a third party, or any other verbal or written communication between the Agency and the Client or third party (whether direct or indirect) which enables the Candidate to be identified, and "**Introduced**" and "**Introduce**" shall be construed accordingly.

- **“Parties”** means collectively the Agency and the Client and each individually shall be referred to as a **“Party”**.
 - **“Regulations”** means the Employment Agencies Act 1973 and the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (SI 2003/3319) (as amended by the Conduct of Employment Agencies and Employment Businesses (Amendment) Regulations 2007 (SI 2007/3575) and 2010 (SI 2010/1782)).
 - **“Salary Package”** means the annual anticipated gross remuneration package for a Vacancy which includes gross annual salary, applicable benefits for which there is a cash equivalent paid to the Candidate, profit share, commission, bonus, living allowances, travel allowances, overseas allowances and joining (or other) inducements and all other payments and taxable (and where applicable non-taxable) emoluments payable to or receivable by the Candidate for services to or on behalf of the Client.
 - **“Search Assignment”** means an assignment whereby the Agency will undertake an extended (“headhunt”) search to produce a shortlist of Candidates for the Client.
 - **“Vacancy”** means a position or role to which a Candidate may be or is appointed on a permanent or fixed term basis with the Client or a third party.
 - **“VAT”** means Value Added Tax.
- 1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
 - 1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.
 - 1.4. When providing services pursuant to these Terms, the Agency is acting as an employment agency pursuant to the Regulations and any resulting Engagement shall be in accordance with such Regulations.
 - 1.5. The Agency shall act as an intermediary between the Candidate and the Client and does not have any authority to bind the Candidate.
2. **The Contract**
 - 2.1. These Terms set out the agreement between the Parties for the supply of services by the Agency to the Client.
 - 2.2. In the absence of written confirmation, the use by the Client of any CV (or the details therein) provided by the Agency, or the employment or Engagement (or any offer of such) in any capacity, of any Candidate Introduced by the Agency will constitute acceptance by the Client of these Terms.
 3. **The Vacancy**
 - 3.1. When requesting the Agency to provide details of potential Candidates for a Vacancy, the Client shall provide details of:
 - 3.1.1. the identity of the Client and the nature of the Client’s business;
 - 3.1.2. the date on which the Client requires the Candidate to commence work and the duration, or likely duration, of the Engagement;
 - 3.1.3. the position which the Client seeks to fill, including the type of work the Candidate in that position would be required to do, the location at which, and the hours during which, the

Candidate would be required to work;

- 3.1.4.any potential health and safety risks (together with the steps taken to prevent or control such risks);
 - 3.1.5.the experience, training, qualifications or authorisations considered necessary or required by law or by any professional body for a Candidate to possess in order to fill the Vacancy;
 - 3.1.6.the Salary Package and the intervals at which the Candidate would be paid;
 - 3.1.7.details of any benefits payable to the Candidate;
 - 3.1.8.the length of notice which the Candidate would be required to give and which the Candidate would be entitled to receive to terminate the Engagement; and
 - 3.1.9.any other relevant information.
- 3.2. Where it is agreed that the Agency will advertise the Vacancy it may do so by whatever means it sees fit unless agreed otherwise in writing between the Parties.
- 3.3. Once the Client has requested the supply of a Candidate from the Agency, the Agency shall use its reasonable endeavours to meet that request but shall be under no obligation to do so.
- 3.4. Upon the Agency providing details of a potential Candidate, the Agency's application will be given priority over any duplicated applications submitted by or on behalf of the same Candidate. Should the Client receive a duplicated application, the Client shall not Engage that potential Candidate outside of these Terms

without the written permission of the Agency.

- 3.5. The Agency shall not without the Client's consent enter into any contracts with Candidates on behalf of the Client which would bind the Client.

4. Charges

- 4.1. The Client will:

- 4.1.1.notify the Agency immediately of any offer of Engagement it makes to a Candidate Introduced by the Agency;
- 4.1.2. notify the Agency immediately if any such offer of any Engagement is accepted and provide details of the agreed Salary Package to the Agency; and
- 4.1.3. pay the Agency's Charges within 28 days of the date of the Agency's invoice (or within any other payment timescales agreed with the Agency in advance).

- 4.2. Except in the circumstances set out in clause 5, no Charges are payable by the Client until the Candidate commences the Engagement at which point the Agency will render an invoice to the Client for its Charges.

- 4.3. If the Client fails to make a payment due to the Agency under these Terms by the due date, then the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 5% a year above the Royal Bank of Scotland's base rate from time to time, or at a fixed rate of 5% a year for any period during which that base rate is below 0%.

- 4.4. Where the Client fails to make payment of an invoice on time, the

Agency may claim immediate payment of all invoices rendered to the Client and outstanding at the date which that first invoice was due to be paid.

- 4.5. The Charges payable where an Introduction results in an Engagement are calculated as follows:

Salary Package	Charges as % of Salary Package
£0 - £29,999	20% plus VAT
£30,000 - £49,999	22.5% plus VAT
£50,000+	25% plus VAT

- 4.6. The Agency may propose an increase in the Charges stated at clause 4.5 in certain circumstances, for example where the nature of the services are more complex. Any such increase or variation to the Charges are subject to written agreement between the Parties and will be incorporated into these Terms.
- 4.7. In the event that the Engagement is for a fixed term of less than 12 months ("**Initial Fixed Term**"), the Charges detailed in clause 4.5 will apply pro-rata. If the Engagement is subsequently extended beyond the Initial Fixed Term, or if the Client Re-engages the Candidate within 6 months of the termination of the Initial Fixed Term, the Client shall be liable to pay further Charges based on the Salary Package applicable for the period of Engagement following the Initial Fixed Term up to the termination of the second Engagement or the first anniversary of the commencement of the Initial Fixed Term, whichever is soonest.

5. Search or Advertised Assignment

- 5.1. For a Search Assignment, Charges of 30% plus VAT of the annual Salary Package payable to the

Candidate will be payable by the Client to the Agency.

- 5.2. For an Advertised Assignment, Charges of 25% plus VAT of the annual Salary Package payable to the Candidate will be payable by the Client to the Agency.
- 5.3. In respect of the applicable Charges described at clauses 5.1 and 5.2, the Agency will raise an invoice:
- 5.3.1. for one third of the amount due upon acceptance of the Client's instructions;
- 5.3.2. for one third of the amount due upon delivery by the Agency of a list of potential Candidates; and
- 5.3.3. for the balance upon acceptance of an offer of Engagement by a Candidate.
- 5.4. Where the Salary Package is not precisely known in advance, it will be estimated and agreed between the Parties for the purposes of the first two instalments of the Charges described at clauses 5.3.1 and 5.3.2. The final instalment described at clause 5.3.3 will be calculated on the basis of the actual Salary Package and any necessary adjustments to payments already made will be made at that stage.
- 5.5. Where Additional Costs have been agreed, these will be invoiced separately and in addition to any standard Charges.
- 5.6. All invoices submitted by the Agency to the Client in connection with this clause 5 are payable within 28 days of the invoice date.
- 5.7. In the event that a Vacancy is cancelled or put on hold for a period in excess of 1 month, the Agency may charge a cancellation fee equivalent to 50% of the remaining amount that would have been invoiced to the Client had the assignment been completed.

6. Refunds

- 6.1. Providing the Engagement is conducted in accordance with the Charges outlined in these Terms then in the event that the Engagement terminates before the expiry of 90 days from its commencement (except where the Candidate is made redundant or where the Initial Fixed Term is for a period of 90 days or less), 75% of the Charges paid or payable by the Client in relation to that Engagement will be refunded by the Agency to the Client or, where appropriate, a replacement Candidate will be sought by the Agency without any additional fee being charged to the Client.
- 6.2. If the Engagement is conducted on the basis of a fee structure other than that outlined in these Terms then in the event that the Engagement terminates before the expiry of 90 days from its commencement (except where the Candidate is made redundant or where the Initial Fixed Term is for a period of 90 days or less) 50% of the agreed fee paid or payable by the Client in relation to that Engagement will be refunded by the Agency to the Client or, where appropriate, a replacement Candidate will be sought by the Agency without an additional fee being charged to the Client.
- 6.3. Refunds in accordance with clauses 6.1 and 6.2 will only be paid provided that the Client has complied with its payment obligations under clause 4.1.3 and clause 5.6.
- 6.4. The Agency will not issue a refund where:
 - 6.4.1. the Candidate leaves an Engagement after 90 days

following its commencement for any reason;

- 6.4.2. the Engagement is terminated due to redundancy, pregnancy or by reason of the Candidate's race, sex or any disability; or
 - 6.4.3. the Agency reasonably believes that the Engagement is terminated due to the Client entering into the Engagement with the prior or likely intention of disposing of the Candidate's services or terminating the Engagement either without proper cause or with a view to obtaining a refund unfairly.
- 6.5. In the event that the Client subsequently Engages or Re-engages the Candidate within a period of 12 months from the date of termination of the Engagement or withdrawal of an offer, Charges calculated in accordance with clause 4.5 will become payable by the Client, with no entitlement to the refund.
 - 6.6. This clause 6 shall not apply to a Search Assignment or Advertised Assignment where the Client decides not to proceed with such assignment or the Engagement of any Candidate put forward by the Agency.

7. Introductions

- 7.1. The Client may not disclose details of any Candidate Introduced by the Agency to any third party except with the Agency's prior written consent.
- 7.2. If the Client breaches clause 7.1 and such breach results in an Engagement between the relevant Candidate and that third party, the Client shall be liable to pay the Agency's Charges calculated in accordance with clause 4.5, with no

entitlement to a refund in any circumstances.

7.3. Charges calculated in accordance with clause 4.5 will be payable by the Client in relation to any Candidate Engaged as a consequence of or resulting from an Introduction by or through the Agency, whether direct or indirect, within 12 months from the date of the Agency's Introduction.

7.4. Where the actual Salary Package is not known, the Agency's Charges will be calculated in accordance with clause 4.5 on the minimum level of remuneration applicable for the position for which the Candidate has been Engaged with regard to any information supplied to the Agency by the Client and/or comparable salary packages in the market for such positions.

8. Obligations

8.1. The Agency will use reasonable endeavours to ensure the suitability of any Candidate Introduced to the Client, in particular the Agency shall;

8.1.1.obtain confirmation of the Candidate's identity;

8.1.2.obtain evidence or confirmation (as appropriate) that the Candidate has the experience, training, qualifications and any authorisations which the Client has notified the Agency pursuant to clause 3.1.5 that it considers necessary;

8.1.3.seek assurance from the Candidate that he/she is willing to work in the position which the Client is seeking to fill;

8.1.4.take such steps that are reasonably practical to ensure that the Candidate is aware of any requirements imposed by

law or any professional body to enable him/her to work in the position which the Client seeks to fill (so far as such legal or professional requirements have been communicated to the Agency by the Client); and

8.1.5.take all reasonably practical steps to ensure it would not be detrimental to the interests of the Client for the Candidate to work in the position which the Client seeks to fill.

8.2. Notwithstanding the provisions of this clause 8, the Client shall satisfy itself as to the suitability of the Candidate and the Client shall take up any references provided to it by the Candidate or the Agency, as the Client considers appropriate, before Engaging the Candidate.

8.3. The Agency shall not be responsible for arranging work permits, insurance or any other incidental requirements of employment for the Candidate.

8.4. Insofar as a Candidate or a third party provides details (whether in the form of academic or professional qualifications, professional background, experience or the like) relating to the Candidate, the Agency provides no warranty or representation as to the accuracy of such information.

9. Termination

9.1. Without affecting any other right or remedy available to it, either Party may terminate these Terms with immediate effect if:

9.1.1.the other Party commits a material breach of any of these Terms and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so;

- 9.1.2. the other Party repeatedly breaches any of these Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the performance of its obligations under these Terms;
- 9.1.3. the other Party shall become insolvent or cease to trade or compound with its creditors;
- 9.1.4. a receiver or administrative receiver is appointed in respect of any of the assets of the other Party;
- 9.1.5. a petition or an administration order is presented or such an order is made in relation to the other Party; or
- 9.1.6. a resolution or petition or order to wind up the other Party is passed or presented or made or a liquidator is appointed in respect of the other Party (otherwise than for reconstruction or amalgamation).

10. Liability

- 10.1. Whilst the Agency will use reasonable endeavours to ensure reasonable standards of competence, integrity and reliability from Candidates, it shall (subject to clause 10.2 below) not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with:
 - 10.1.1. the Agency seeking a Candidate for the Client;
 - 10.1.2. any inaccurate and misleading information submitted by the Candidate or

about the Candidate by a third party;

- 10.1.3. any acts or omissions of the Candidate in the performance of their Engagement;
- 10.1.4. the Introduction or Engagement of the Candidate by the Client; or
- 10.1.5. the failure by the Agency to Introduce any Candidate to the Client.
- 10.2. For the avoidance of doubt, the Agency does not seek to exclude liability for fraud, death or personal injury arising from its own negligence, or any other matter for which it is unlawful to exclude or restrict its liability.
- 10.3. Subject to clause 10.2, the Agency shall not have any liability to the Client in any circumstances for any loss of profit, loss of goodwill, contract or reputation, pure economic loss, failure to make anticipated savings or for any indirect or consequential loss.
- 10.4. The Client shall indemnify and keep indemnified the Agency against any costs, claims or liabilities incurred by the Agency arising out of or as a result of any non-compliance and/or breach of these Terms by the Client.
- 10.5. The Client acknowledges that as between the Agency and the Client, the final decision to employ or Engage the Candidate rests solely with the Client.
- 10.6. Subject to clause 10.2 above, the maximum liability of each Party to the other in respect of any Vacancy (whether arising in contract, tort, restitution or otherwise) shall be limited to 120% of the Charges payable in respect of such Vacancy.

11. Data Protection

- 11.1. In this clause 11 the following definitions will have the meanings given to them under the Data Protection Legislation: “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Data Subject”, “processing” and “process”.
- 11.2. Both Parties will comply with all applicable requirements of the Data Protection Legislation and will ensure that they have all necessary consents and notices in place to enable lawful transfer of Personal Data to the other Party for the duration and purposes of these Terms.
- 11.3. The Parties acknowledge that for the purposes of the Data Protection Legislation:
- 11.3.1. the Client is the Data Controller and Agency is the Data Processor of the Client’s Personal Data; and
- 11.3.2. both the Agency and the Client are Data Controllers of any Candidate Personal Data.
- 11.4. Each Party shall, in relation to any Personal Data processed in connection with these Terms:
- 11.4.1. process that Personal Data only to the extent required to enable it to comply with its obligations under these Terms, or otherwise in accordance with (i) the written instructions of the other Party (when acting as a Data Processor) or (ii) applicable laws which otherwise enable it to process Personal Data;
- 11.4.2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
- 11.4.3. not transfer any Personal Data outside of the European Economic Area (other than in accordance with clauses 11.5 and 11.6 below) unless the prior written consent of the other Party has been obtained and appropriate safeguards and an adequate level of protection of any Personal Data transferred have been reasonably ensured;
- 11.4.4. assist the other Party, at the other Party’s cost, in (i) responding to any request from a Data Subject and (ii) ensuring compliance with its obligations under the Data Protection Legislation;
- 11.4.5. notify the other Party without undue delay on becoming aware of a Personal Data breach affecting the other Party; and
- 11.4.6. at the written direction of the other Party (when acting as a Data Processor), delete or return Personal Data and copies thereof to the other Party on termination of these Terms unless required by applicable law to store the Personal Data.
- 11.5. The Client agrees that the Agency may process Personal Data using digital recruitment systems, software and programs, via its own IT systems and/or using third party programs and software.
- 11.6. The Client acknowledges and agrees that the Agency may:
- 11.6.1. engage third party IT system providers as sub-processors in the provision of

its digital recruitment systems,
software and programmes;
and

11.6.2. engage other third-party
sub-processors as required in
connection with the
processing of Personal Data
within the sphere of these
Terms.

11.7. The Agency confirms that it has
entered or (as the case may be) will
enter with any third-party sub-
processor into a written agreement
incorporating terms which are
substantially similar to those set
out in this clause 11. The Agency
will regularly monitor the
performance of its subcontractors
and will remain fully liable for all
acts or omissions of any third-party
sub-processor appointed pursuant
to this clause 11.

11.8. The Agency shall make available
to the Client its current list of sub-
processors engaged upon request,
which will include the identities of
those sub-processors and their
country of location. In case of any
additions or changes to the current
list, the Agency will notify the Client
in writing. If the Client has a
reasonable basis to object to the
Agency's use of a new sub-
processor, the Client shall notify
the Agency promptly in writing
within 15 Business Days after
receipt of the Agency's notice.

12. Confidentiality

12.1. Each Party undertakes that it
shall not at any time disclose to any
person any confidential information
concerning the business, affairs,
customers, clients or suppliers of
the other party (or of any member
of the group of companies to which
the other party belongs), except as
permitted by clause 12.2.

12.2. Each Party may disclose the
other Party's confidential
information:

12.2.1. to its employees,
officers, representatives or
advisers who need to know
such information for the
purposes of carrying out the
Party's obligations under these
Terms. Each Party shall ensure
that its employees, officers,
representatives or advisers to
whom it discloses the other
Party's confidential
information comply with this
clause 12; or

12.2.2. as may be required by
applicable law, a court of
competent jurisdiction or any
governmental or regulatory
authority.

12.3. Neither Party shall use the other
Party's confidential information for
any purpose other than to perform
its obligations under or in
connection with these Terms.

13. Notices

13.1. Any notice or other
communication given to a Party
under or in connection with these
Terms shall be in writing and shall
be:

13.1.1. delivered by hand or by
pre-paid first-class post or
other next working day
delivery service at its
registered office (if a
company) or its principal place
of business (in any other case);
or

13.1.2. sent by email to
consult@jonlee.co.uk Any
notice or communication shall
be deemed to have been
received:

13.1.3. if delivered by hand, on
signature of a delivery receipt;

13.1.4. 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 or at the time recorded by the delivery service; and

13.1.5. if sent by email, at 9.00 am on the next Business Day after transmission.

13.2. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14. Non-Solicitation

14.1. The Client shall not, either on its own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of six months from, the end of the term of these Terms, solicit or entice away or attempt to entice away or authorise the taking of such action by any other person, any key executive of the Agency who has worked on the services provided under these Terms at any time during the term of these Terms other than by means of a national advertising campaign open to all-comers and not specifically targeted at such executives of the Agency.

15. Dispute Resolution

15.1. If any dispute arises in connection with these Terms, the Parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure.

15.2. Unless otherwise agreed between the Parties within 14 days

of notice of the dispute, the mediator will be nominated by CEDR.

15.3. To initiate the mediation a Party must give notice in writing (“**ADR Notice**”) to the other Party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR.

15.4. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR Notice. Neither Party may commence any court proceedings in relation to any dispute arising out of these Terms until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

16. Announcements

16.1. Neither Party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or these Terms, the wider transactions contemplated by it, or the relationship between the Parties, without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

17. Miscellaneous

17.1. **Severance.** In the event that any term, condition, provision or clause of these Terms shall be nullified or made void by any statute, regulation or order or by the decisions or order of any court having jurisdiction, the remaining

terms, conditions, provisions and clauses shall remain in full force and effect.

- 17.2. **Force Majeure.** Neither Party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms, including payment, if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 6 weeks, the Party not affected may terminate these Terms by giving 15 Business Days' written notice to the affected Party.
- 17.3. **Variation.** No variation of these Terms shall be effective unless it is in writing and signed by the Parties.
- 17.4. **Entire Agreement.** These Terms constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into these Terms it does not rely on, and 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 Terms.
- 17.5. **Assignment and Other Dealings.** Neither Party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Terms without the prior written consent

of the other Party (not to be unreasonably withheld or delayed).

- 17.6. **No Partnership or Agency.** Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms that it is acting on its own behalf and not for the benefit of any other person.
- 17.7. **Governing Law & Jurisdiction.** These Terms are governed by the Law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.