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Sanders Web Works is the trading title of Sanders Web Works Limited  
Bowman House Business Centre, Bowman Court, Whitehill Lane, Royal Wootton Bassett, SN4 7DB

## TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

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### 1. INTERPRETATION

The following definitions and rules of interpretation in this clause apply in these Conditions.

#### 1.1 Definitions:

**Acceptance:** the acceptance or deemed acceptance of the Site by the Customer pursuant to Clause 5.

**Acceptance Tests:** the tests to be carried out on the Site as set out in Clause 5.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Charges:** the charges in respect of the Services set out in the Quotation.

**Conditions:** these terms and conditions as amended from time to time in accordance with Clause 14.5.

**Confidential Information:** all information, whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is:

- (a) identified as confidential at the time of disclosure; or
- (b) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

**Contract:** the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

**Customer:** the person or firm who purchases Services from the Supplier whose details are set out in the Quotation.

**Effective Date:** the date set out in the Quotation.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Materials:** the content provided to the Supplier by the Customer from time to time for incorporation in the Site.

**Minimum Term:** the minimum period of the duration of the Contract (if any) specified in the Quotation.

**Non-Supplier Defects:** those defects described in Clause 5.4.

**Project:** the provision by the Supplier of the Services.

**Project Plan:** the timetable within which the Supplier will implement the Project as set out in the Quotation.

**Quotation:** the Supplier's quotation in relation to the provision of the Services.

**Services:** the design, development and other services to be provided pursuant to the Contract as set out in the Quotation.

**Site:** the website described in the Quotation.

**Site Software:** the software for the Site commissioned by the Customer as specified in the Quotation.

**Site Specification:** the specification for the Site set out in the Quotation.

**Supplier:** Sanders Web Works Limited registered in England and Wales with company number 11194133.

**Third Party Services:** the hosting and other services to be provided by third parties set out in the Quotation.

- 1.2 Clause headings do not affect the interpretation of these Conditions.
- 1.3 References to clauses are (unless otherwise provided) references to the clauses of these Conditions.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.7 References to **content** include any kind of text, information, image, or audio or video material which can be incorporated in a website for access by a visitor to that website.
- 1.8 A reference to **writing** or **written** includes fax and e-mail.

## 2. BASIS OF CONTRACT

- 2.1 The Quotation constitutes an offer by the Supplier to supply the Services in accordance with these Conditions, and is only valid for the duration set out in the Quotation, or if unspecified 20 Business Days.
- 2.2 Once the Quotation has been accepted by the Customer in writing, the Contract shall come into existence.
- 2.3 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.

## 3. SCOPE OF THE PROJECT

The Supplier shall:

- (a) design, develop and deliver the Site in accordance with the Project Plan; and/or
- (b) provide the Services.

#### 4. CUSTOMER RESPONSIBILITIES

- 4.1 The Customer acknowledges that the Supplier's ability to provide the Services is dependent upon the full and timely co-operation of the Customer (which the Customer agrees to provide), as well as the clarity, accuracy and completeness of any instructions in relation to his requirements and any information and data the Customer provides to the Supplier. Accordingly, the Customer shall provide the Supplier with clear instructions in relation to his requirements and access to, and use of, all information, data and documentation reasonably required by the Supplier for the performance by the Supplier of its obligations under the Contract.
- 4.2 The Customer shall be responsible for:
- (a) responding reasonably promptly to queries from, or suggestion by, the Supplier in relation to the Services; and
  - (b) the accuracy and completeness of the Materials on the Site in accordance with Clause 11.
- 4.3 In the event of any breach of the Customer's responsibilities under this Clause and without affecting any other right or remedy available to it, the Supplier shall be entitled to alter the estimated timescales in the Project Plan or terminate the Contract.

#### 5. DEVELOPMENT AND ACCEPTANCE OF SITE

- 5.1 Once the Supplier has completed the design and development of the Site in accordance with the Project Plan, the Customer shall run the Acceptance Tests. The procedure set out in this Clause 5 shall be repeated in respect of any further development works agreed by the parties from time to time.
- 5.2 The Acceptance Tests shall test compliance of the Site with the Site Specification. The form and detail of such tests is set out in the Quotation.
- 5.3 Acceptance of the Site shall occur when the Site has passed the Acceptance Tests. The Customer shall notify the Supplier when the tests have been passed.
- 5.4 If any failure to pass the Acceptance Tests results from a defect which is caused by an act or omission of the Customer, or by one of the Customer's sub-contractors or agents for whom the Supplier has no responsibility (**Non-Supplier Defect**), the Site shall be deemed to have passed the Acceptance Tests notwithstanding such Non-Supplier Defect. The Supplier shall provide assistance reasonably requested by the Customer in remedying any Non-Supplier Defect by supplying additional services or products. The Customer shall pay the Supplier in full for all such additional services and products at the Supplier's then current fees and prices.
- 5.5 Acceptance of the Site shall be deemed to have taken place upon the occurrence of any of the following events:
- (a) the Customer uses any part of the Site for any revenue-earning purposes or to provide any services to third parties other than for test purposes; or
  - (b) the Customer unreasonably delays the start of the relevant Acceptance Tests or any retests for a period of 7 Business Days from the date on which the Supplier has notified the Customer that the Site is ready to commence running such Acceptance Tests or retests.

- 5.6 Reasonable changes to the content of the Site (for example, text and images) are included in the Charges. Changes in content or any other additional work deemed by the Supplier to be significant or excessive (including alteration of the design, layout or colours of a page) will incur additional charges or require a separate contract. Any additional charges will be discussed and agreed with the Customer prior to any work commencing.
- 5.7 For one month immediately following the launch date of the Site, the Supplier shall provide support as required. After that period, a reasonable level of telephone and email support is included within the Charges. However, if the level of support exceeds a rolling weekly average of 2 hours or more over any 3 month period, the Supplier reserves the right to charge excess time at the rate per full hour or part thereof stated in the Quotation.

## 6. THIRD PARTY SERVICES

- 6.1 Any Third Party Services required will be arranged by the Supplier on behalf of the Customer as agent for and in the name of the Customer and not as principal, and on the standard terms of business of the relevant third party.
- 6.2 The Customer's use of the hosting service arranged by the Supplier must comply with the following:
- (a) any other relevant provisions of these Conditions; and
  - (b) the standard terms of business of the third party hosting provider, including its acceptable use policy.
- 6.3 Should the Site demand exceed either or both of the following maximum resources, then the Supplier shall inform the Customer of this fact and additional pro-rata Charges for providing hosting for the Site will be applied from that date:
- (a) file storage above the maximum specified in the Quotation; or
  - (b) bandwidth usage above the maximum specified in the Quotation.
- 6.4 Save as otherwise provided in these Conditions, if the Site is generally unavailable for longer than 48 hours in any single calendar month, the full cost of providing hosting or, if less, 40%% of the total monthly Charges, and in either case for that calendar month only, will be refunded by the Supplier.
- 6.5 Subject to Clause 6.6, the Supplier shall give the Customer no less than one month's notice of any intent to cancel the hosting arrangement and allow a reasonable period for the Customer to make alternative arrangements.
- 6.6 The Supplier shall be entitled to cancel the provision of hosting with immediate effect in the event of any breach of Clauses 11.1 or 11.2.
- 6.7 The Supplier accepts no responsibility for the withdrawal by the relevant third party of any Third Party Services from the Customer, including in circumstances where, because of something done (for example spamming) or not done by one customer of the Suppliers the service is withdrawn from all other customers of the Supplier including the Customer.

## 7. CHARGES AND EXPENSES

- 7.1 A deposit may be required and, if applicable, this will be agreed and set out in the Quotation. Any deposit paid is non-refundable but will be deducted from the Charges payable in respect of the Project in the manner specified in the Quotation.
- 7.2 Payment of the Charges is to be made in accordance with the terms set out in the Quotation.
- 7.3 Payments on account will be required if the Supplier is to purchase software or other items relating to the Project before the purchase is made. This will be agreed at the time the expenditure is authorised by the Customer.
- 7.4 Interim payments may be required and, if applicable, these will be agreed and set out in the Quotation and stated the related interim invoice.
- 7.5 A reasonable time for general project related discussions between the Supplier and the Customer is included within the Charges, and unless agreed otherwise at the time, in any subsequent amendment thereto.
- 7.6 Any travel expenses incurred to attend meetings or discussions about the Project will be charged to the Customer. These will be charged at a rate per mile as stated in the Quotation unless the total distance travelled is less than 15 miles in which case there will be no charge.
- 7.7 All other expenses will be invoiced prior to the launch of the Site. This may not include software or hardware where set up costs apply. If applicable, these are set out separately in the Quotation.
- 7.8 All Charges are exclusive of VAT, which shall be added at the rate prevailing at the time of invoice.

## 8. WARRANTIES

- 8.1 Each of the parties warrants to the other that it has full power and authority to enter into and perform the Contract.
- 8.2 The Supplier shall perform the Services with reasonable care and skill.
- 8.3 The Supplier warrants that the Site will perform substantially in accordance with the Site Specification for a period of one month from Acceptance. If the Site does not so perform, the Supplier shall, for no additional charge, carry out any work necessary in order to ensure that the Site substantially complies with the Site Specification. For the avoidance of doubt, this will not include work to facilitate alterations to the design or to add features or additional functionality to the Site which will be subject to an agreed timescale, but in any event may take longer than one month to complete.
- 8.4 The warranty set out in Clause 8.3 shall not apply to the extent that any failure of the Site to perform substantially in accordance with the Site Specification is caused by any Materials.
- 8.5 The Supplier will take reasonable measures to prevent hacking and attempts to gain unauthorised access to the Site or the server it is hosted on, but cannot guarantee against such attacks. In the event of an attack, the Supplier will work to rectify the situation as quickly as possible, but cannot guarantee against loss of data or the speed with which the problem can be rectified.

- 8.6 The Supplier will make regular backups, as reasonably required, of the code and content on the Site, but does not guarantee that any Materials added directly by the Customer will be included in those backups. The Customer should keep a local copy of any Materials he uploads or adds to the Site.
- 8.7 These Conditions set out the full extent of the Supplier's obligations and liabilities in respect of the supply of the Services. All conditions, warranties or other terms concerning the Services which might otherwise be implied into the Contract or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

## 9. LIMITATION OF REMEDIES AND LIABILITY

- 9.1 Nothing in these Conditions shall operate to exclude or limit the Supplier's liability for:
- (a) death or personal injury caused by its negligence; or
  - (b) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
  - (c) fraud; or
  - (d) any other liability which cannot be excluded or limited under applicable law.
- 9.2 The Supplier shall not be liable under or in connection with the Contract or any collateral contract for any:
- (a) loss of revenue;
  - (b) loss of actual or anticipated profits;
  - (c) failure to achieve search engine optimisation beyond the level or period of time agreed to by the Supplier or other sales or lead generation targets;
  - (d) loss of contracts;
  - (e) loss of the use of money;
  - (f) loss of anticipated savings;
  - (g) loss of business;
  - (h) loss of opportunity;
  - (i) loss of goodwill;
  - (j) loss of reputation;
  - (k) loss of, damage to or corruption of data; or
  - (l) any indirect or consequential loss,

in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise.

- 9.3 Subject to Clause 9.1, the Supplier's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with the Contract or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the total Charges paid or to be paid by the Customer in that year, whether or not invoiced to the Customer.

## 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Subject to Clause 10.2, all Intellectual Property Rights in the Site (including in the content of the Site and the Site Software), but excluding the Materials arising in connection with the Contract shall be the property of the Supplier until the expiry of the term of the Contract specified in the Quotation and all Charges payable in respect thereof have been paid in full, and until that time the Supplier hereby grants the Customer a non-exclusive licence of such Intellectual Property Rights for the purpose of operating the Site only.
- 10.2 All Intellectual Property Rights in any code produced by the Supplier shall be and remain the property of the Supplier and the Supplier hereby grants the Customer a non-exclusive licence of such Intellectual Property Rights for the purpose of operating the Site only.
- 10.3 The Customer shall indemnify the Supplier against all damages, losses and expenses arising as a result of any action or claim that the Materials infringe the Intellectual Property Rights of a third party.

## 11. SITE CONTENT

- 11.1 The Customer shall ensure that the Materials do not infringe any applicable laws, regulations or third party rights (including material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party Intellectual Property Rights) (**Inappropriate Content**), and without affecting any other right or remedy available to it the Supplier shall have the right to terminate the Contract if the Customer requests that any Materials containing any Inappropriate Content is incorporated in the Site.
- 11.2 The Supplier will not accept instructions to design or build any website or any page thereon that:
- (a) appears to, or if used will, perpetrate any form of fraud, including software, film or music piracy;
  - (b) will hack, or is intended to hack or gain other unauthorised access to, third party websites, software or computer equipment;
  - (c) will introduce any form of malicious software into any computer or network wherever situated;
  - (d) will send offensive or harassing material to others;
  - (e) will download or otherwise make unauthorised use of commercial software or any other materials subject to third party Intellectual Property Rights unless permitted by a licence or other lawful contract; or
  - (f) might create a business or personal risk to the Supplier.
- 11.3 The Customer shall indemnify the Supplier against all damages, losses and expenses arising as a result of any action or claim that the Materials constitute Inappropriate Content.
- 11.4 The Supplier may include statements such as “By Sanders Web Works Limited” or, “website support provided by Sanders Web Works Limited” on all pages of the Site in a form to be agreed and in each case with a link to the Supplier’s website.

## 12. DATA PROTECTION

- 12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 12 is an addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 12.2 Without prejudice to the generality of Clause 12.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data (as defined in the Data Protection Legislation) to the Supplier or to any provider of Third Party Services for the duration and purposes of the Contract.
- 12.3 For the avoidance of doubt, the Supplier shall have no responsibility for compliance by the provider of any Third Party Services with the Data Protection Legislation.
- 12.4 For the purposes of this Clause 12:
- (a) Data Protection Legislation means up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (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; and
  - (b) GDPR means the General Data Protection Regulation (EU) 2016/679.

## 13. TERM AND TERMINATION

- 13.1 The Contract shall commence on the Effective Date and shall (subject to earlier termination pursuant to this Clause 13) continue for the term set out in the Quotation.
- 13.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
  - (b) the other party 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 14 days after being notified in writing to do so;
  - (c) the other party 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 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 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];



- (d) the other party 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 any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - (e) 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 other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - (f) 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 other party (being a company);
  - (g) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - (h) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
  - (i) the other party (being an individual) is the subject of a bankruptcy petition, application or order;
  - (j) a creditor or encumbrancer of the other party 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 other party's assets and such attachment or process is not discharged within 14 days;
  - (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 13.3 Should the Customer wish to terminate the Contract before the end of the Minimum Term, the Customer shall, upon giving notice to this effect, pay to the Supplier, without any set off or deduction whatsoever and by way of liquidated damages, a sum equivalent to half of the remaining monthly Charges due for the remainder of the Minimum Term.
- 13.4 Should the Customer wish to cancel the Contract before the launch of the Site, the Customer shall, upon giving notice to this effect, pay to the Supplier, without any set off or deduction whatsoever and by way of liquidated damages, a sum equivalent to 25% of the monthly Charges due for the remainder of the Minimum Term.
- For the avoidance of doubt; the amount so payable shall be in addition to any charges payable in respect of: work done, third party services provided (inclusive of any cancellation charges); goods supplied and expenses incurred, to the date of expiry of the cancellation notice given.
- 13.5 On termination of the Contract by the Supplier pursuant to Clause 13.2, all licence granted by the Supplier under these Conditions shall terminate immediately.

13.6 On expiry or termination of the Contract otherwise than on termination by the Supplier pursuant to Clause 13.2, the Supplier shall promptly return all Materials to the Customer, and shall provide to the Customer an electronic copy of the Site (including all content on the Site).

13.7 On expiry or termination of the Contract, all provisions of these Conditions shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.

## 14. GENERAL

14.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

### 14.2 Assignment and other dealings.

(a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

### 14.3 Confidentiality.

(a) 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, except as permitted by Clause 14.3(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 14.3; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

**14.4 Entire agreement.**

- (a) The Contract 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.
- (b) Each party acknowledges that in entering into the Contract 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 the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

**14.5 Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**14.6 Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**14.7 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.

**14.8 Notices.**

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be 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)
- (b) Any notice shall be deemed to have been received:
  - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
  - (ii) 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.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

14.9 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

14.10 **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.

14.11 **Jurisdiction.** Each party 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.

SANDERS WEB WORKS LIMITED

30-06-2018