

These Terms and Conditions are for Consumers who are buying products through our Website. If you are a business customer, please [click here for the B2B Terms and Conditions](#) or [click here if you are a Business Account Customer for Account Customer Terms and Conditions](#).

# Terms & Conditions for Consumers

Please read these Terms and Conditions carefully before ordering any Products from our site, in particular clause **16**. You should understand that by ordering any of our Products, you agree to be bound by these Terms and Conditions.

You should keep a copy of these Terms and Conditions for future reference.

## 1. Information about us

- 1.1. [www.warrensoffice.co.uk](http://www.warrensoffice.co.uk) is a website operated by Warrens Office Limited trading as Warrens Office of Unit 1 Moorside Point, Moorside Road, Winchester SO23 7RX (registered company number 01613232). Our VAT Registration number is 717 5137 37.

## 2. Definitions

- 2.1. In these Conditions, the following definitions apply:

**“Business Account”** means a credit account held by a Business Account Holder with Us.

**“Business Account Holder”** means a Business Customer that has applied for and has been accepted by Us to hold a Business Account with Us.

**“Business Customer”** means a person, firm or company acting in the course of a business that buys Products and/or Services through our Website.

**“Contract”** means any contract between You and Us for the purchase of Products and/or Services, incorporating these Terms and Conditions.

**“Consumer”** means an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession.

**“Delivery”** means the delivery of the Products to and/or the performance of Services at the Delivery Address in accordance with clause 5.

**“Delivery Address”** means the address for delivery set out in the Order.

**“Installation”** means assembly of the Products by the Company either before Delivery or at the Delivery Address.

**“Order”** means your order for the Products and/or Services as detailed in the online order form or in the Order Confirmation.

**“Order Confirmation”** means the email from Us to You in response to an Order placed online or by telephone that confirms that the Products and/or Services have been ordered.

**“Products”** means the products (or any part of them) displayed for sale on our Website and set out in the Order.

**“Returned Products”** means Products returned under your right to cancel (clause 9) or because they are faulty (clause 10).

**“Terms and Conditions”** means the terms and conditions set out in this document as amended from time to time by Us.

**“We/Us”** means Warrens Office Ltd of 1 Moorside Point, Moorside Road, Winnall, Winchester, Hampshire SO23 7RX (registered in England and Wales with company number 01613232).

**“Website”** means the website located at [www.warrensoffice.co.uk](http://www.warrensoffice.co.uk) or any subsequent URL which may replace it;

**“You”** means the Consumer purchasing or offering to purchase the Products and/or Services from Us as may be specified in our online order form or by telephone.

## 2.2. In these Terms and Conditions:

- 2.2.1. a reference to a party includes its personal representatives, successors or permitted assigns;
- 2.2.2. a reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 2.2.3. any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 2.2.4. a reference to “writing” or “written” shall include emails and faxes unless specified otherwise.

## 3. Use of our Website

- 3.1. [www.warrensoffice.co.uk](http://www.warrensoffice.co.uk) is a website operated by Us.

- 3.2. Our Website is only intended for use by people, firms or companies who are resident or registered in the UK. We do not accept orders from those who are not resident or registered in the UK.
- 3.3. By placing an Order through our Website, You warrant that:
  - 3.3.1. You are legally capable of entering into binding contracts; and
  - 3.3.2. You are resident or registered in the UK; and
  - 3.3.3. You are accessing our Website from the UK.
- 3.4. The Terms of Website Use, which can be found at [www.warrensoffice.co.uk/terms-of-use](http://www.warrensoffice.co.uk/terms-of-use) form part of these Terms and Conditions.
- 3.5. You are responsible for making all arrangements necessary for You to have access to our Website.

#### 4. How the contract is formed between You and Us

- 4.1. After placing an Order on our Website, You will receive an Order Confirmation by email from Us acknowledging that we have received your Order. Your Order constitutes an offer to buy the Products and/or Services. All Orders are subject to acceptance by Us and we will confirm such acceptance by sending you an Order Confirmation. The Contract between You and Us will only be formed when we send you the Order Confirmation.
- 4.2. Pricing of the Products and/or Services on our Website or sales quotation form shall not constitute an offer. A quotation shall only be valid for a period of 14 days from its date of issue unless We have previously withdrawn it.
- 4.3. The Contract will only relate to the Products and/or Services that We have confirmed in the Order Confirmation. We will not be obliged to supply any other Products and/or Services which may have been part of your Order until the Order of such Products has been confirmed in a separate Order Confirmation.
- 4.4. You are responsible for checking the accuracy of all Order Confirmations. No claims for discrepancies between the items and quantities ordered and those supplied will be accepted where the Products and/or Services are in keeping with the Order Confirmation.
- 4.5. In the event that any Products ordered by You are not available, We reserve the right to offer You alternative Products and/or Services of equivalent quality and value, so far as is possible, to the Products and/or Services ordered by You ("**Alternative Products and/or Services**"). Details of the Alternative Products and/or Services will be set out in the Order Confirmation. By accepting Delivery of the Alternative Products

and/or Services, You accept the offer from Us to supply the Alternative Products and/or Services.

- 4.6. If we are unable to accept your Order, We will inform You of this and We will not charge You for the unavailable Products and/or Services where Alternative Products have not been offered.

## **5. Delivery**

- 5.1. Your order will be fulfilled by the delivery date set out in the Order Confirmation, which will be within 30 days after the day on which we accept your Order. Any dates quoted for Delivery are approximate only and the time of Delivery is not of the essence.
- 5.2. Delivery of the Products shall be completed on arrival of the Products at the Delivery Address. The Products shall be delivered unassembled and shall be assembled by You unless Installation forms part of the Order Confirmation.
- 5.3. For larger items such as furniture, standard Delivery without Installation will be to the ground floor only. You must notify Us in advance if there are any special delivery requirements and there may be an additional charge.
- 5.4. If You fail to take Delivery of the Products and/or Services within 14 days of Us notifying You that the Products and/or Services are ready, including where no one is available at the Delivery Address to take delivery, then except where such failure or delay is caused by a Force Majeure Event or Our failure to comply with Our obligations under the Contract:
  - 5.4.1. Delivery of the Products and/or Services shall be deemed to have been completed on the fourteenth day after the day on which We notified You that the Products and/or Services were ready; and
  - 5.4.2. We shall store the Products until Delivery takes place and charge You for all related costs and expenses (including insurance storage and redelivery).
- 5.5. If, despite our reasonable efforts, We are unable to contact you to arrange or re-arrange Delivery, we may end the Contract and refund you for any Products and/or Services that we have been unable to deliver, subject to the deduction of a Failed Delivery Charge where applicable and an amount for any Services (for example assembly of the Products) already carried out prior to Delivery.
- 5.6. We shall have no liability for any failure to deliver the Products and/or Services to the extent that such failure is caused by Your failure to provide Us with adequate Delivery instructions or any other instructions that are relevant to the supply of the Products and/or Services.

- 5.7. Where Installation forms part of the Order, the Products shall arrive at the Delivery Address either already assembled or for assembly at the Delivery Address at the time of Delivery.
- 5.8. Where Installation takes place at the Delivery Address, You shall ensure that there is space available to perform the assembly of the Products.
- 5.9. We shall have no liability for any failure to deliver the Products and/or to perform Services to the extent that such failure is caused by Your failure to ensure that:
  - 5.9.1. we are able to gain access to the premises where Installation and/or the performance of the Services is to occur;
  - 5.9.2. the Products can fit into the premises in which they are to be located and through any areas required to be passed in order to reach the required location (including doorways, lifts, etc);
  - 5.9.3. the traffic routes to the Installation location are free and clear from obstacles or impediments;
  - 5.9.4. there is sufficient space available to perform Installation;
  - 5.9.5. there are no health and safety hazards at the Delivery Address which would constitute a risk to the person or persons performing Installation and/or the Services.
- 5.10. We will not move any of Your IT equipment under any circumstances and Installation will not include setting up IT equipment on new furniture or removing IT equipment from old furniture that is to be taken away. You shall ensure that all IT equipment has been moved to allow Installation to occur prior to Our representatives arriving at the Delivery Address.
- 5.11. Where Delivery and/or the Performance of Services do not occur for any of the reasons set out in clauses 5.6 and 5.8 to 5.10 then, without prejudice to any other rights or remedies that may be available to Us, We may:
  - 5.11.1. charge You a failed delivery charge ("**Failed Delivery Charge**"), which will be a minimum sum of £15 (the full cost is available on application); or
  - 5.11.2. store the Products until actual delivery and charge You for the reasonable costs of insurance, storage and redelivery; or
  - 5.11.3. resell or otherwise dispose of part or all of the Products and, after deducting all reasonable storage and selling costs, charge You for any shortfall below the price of the Products and/or Services.

## 6. Risk and Title

- 6.1. You will be responsible for the Products from Delivery. We shall not be liable for any loss of or damage to the Products occurring after Delivery.
- 6.2. Title (ownership) of the Products will only pass to You when We receive full payment of all sums due in respect of the Products and/or Services, including Delivery and any other charges.

## 7. Description

- 7.1. Although We aim to keep our Website as up to date as possible, the information including descriptions of Products appearing on our Website at a particular time may not always reflect the position exactly at the moment that You place an Order.
- 7.2. Products may vary slightly from their pictures. The images of the Products on our Website are for illustrative purposes only. Although We have made every effort to display the colours, finishes, texture, materials and other aspects of appearance (“**Aspects of Appearance**”) of the Products accurately, We cannot guarantee that a device’s display of Aspects of Appearance accurately reflects the Aspects of Appearance of the Products. Your Product may vary slightly from those images.
- 7.3. The packaging of the Product may vary from that shown in images on our Website.
- 7.4. If We are making the Product to measurements that You have given Us, You are responsible for ensuring that those measurements are correct.

## 8. Price and Payment

- 8.1. The price of the Products (the “Price”) will be as quoted on our Website from time to time, except in cases of obvious error, or our sales quotation form.
- 8.2. The Price quoted on our Website or sales quotation form will exclude VAT or any similar tax or duty which may be imposed in respect of the sale of products and/or services.
- 8.3. Prices are liable to change at any time but changes will not affect Orders in respect of which We have already sent an Order Confirmation to You.
- 8.4. Our Website contains a large number of Products and Services and it is always possible that, despite our best endeavours, some of the Products and/or Services listed on our Website may be incorrectly priced. Prices are normally verified as part of our Order Confirmation procedures so that where a Product’s correct price is less than the stated price on our Website, We will usually charge You the lower amount when confirming

the Order. If the Product's and/or Services' correct price is higher than the stated price on our Website, We will normally, at our discretion, either contact You to offer the Products at the higher price before dispatching the Products and/or Services or reject your Order and notify You of such a rejection.

- 8.5. If We accept and process your Order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by You as a mispricing, We may end the Contract, refund You any sums that You have paid and require the return of any Products and/or Services provided to You.
- 8.6. Payment for all Products must be by credit or debit cards. We accept payment by most major credit cards with the exception of AMEX.
- 8.7. Time for payment shall be of the essence and no payment shall be deemed to have been received until We have received cleared funds.

## **9. Consumer Rights**

- 9.1. If You are a Consumer, You are entitled to cancel the Contract without giving any reason provided that you exercise Your right:
  - 9.1.1. in the case of Products, no longer than 14 days after the day on which Delivery takes place; or
  - 9.1.2. In the case of Services, 14 days after the day that We email your Order Confirmation but once We have completed the Services, You cannot change your mind, even if the period is still running.
- 9.2. Except where the Products and/or Services are defective or not as described, your right to cancel the Contract does not apply to:
  - 9.2.1. Products which have been personalised or made to your specification;
  - 9.2.2. Products which are perishable;
  - 9.2.3. Products which are liable to deteriorate or expire rapidly;
  - 9.2.4. Products sealed for health protection or hygiene purposes, once these have been unsealed after You receive them;
  - 9.2.5. sealed audio or video recordings or sealed computer software, once these Products are unsealed after You receive them;
  - 9.2.6. any Products which become mixed inseparably with other items after You receive them; and
  - 9.2.7. Services, once they have been completed, even if the cancellation period is still running.
- 9.3. Except where the Products and/or Services are defective or not as described, You may only return Products that are unused, that have not been assembled and that are in their original packaging and in resalable condition.

- 9.4. To exercise the right to cancel, You must:
- 9.4.1. Retain possession of the Products and take reasonable care of them;
  - 9.4.2. Inform Us of your decision to cancel the Contract by a clear statement, including details of your name, geographical address, details of the Order that you wish to cancel and, where available, your telephone number and email address; and
  - 9.4.3. Arrange return of the Products through Us immediately, in the same condition in which you received them.
- 9.5. You can cancel by emailing [sales@warrensoffice.co.uk](mailto:sales@warrensoffice.co.uk), telephoning 0800 652 0675 or by writing to Customer Services, Warrens Office, Unit 1 Moorside Point, Moorside Road, Winchester SO23 7RX.
- 9.6. To meet the cancellation deadline, it is sufficient for You to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 9.7. We do offer a collection service for Returned Products that consist of larger items such as furniture. Where this service is available and chosen by You as the method for returning the Returned Products:
- 9.7.1. Until such time as the Returned Products are collected by Us or on our behalf, You shall be responsible for the storage of the Returned Products (and to keep them in good condition) at Your own expense.
  - 9.7.2. There is a collection charge ("**Collection Charge**") of a minimum of £24.95 and a full price quotation for the Collection Charge is available on request.
  - 9.7.3. The Returned Products must be re-packaged in their original packaging, otherwise collection of them may be refused by the collecting courier.
  - 9.7.4. The courier will only attempt collection once. If the courier is unable to gain access to the Returned Products at the address for collection or the Returned Products are inadequately packaged, You shall pay a charged for a failed collection ("**Failed Collection Charge**"). Details of Failed Collection Charges are available on request.
- 9.8. Where the Returned Products are returned using Your own courier, We will not be responsible for any damage to the Returned Products until their arrival at our return address. Whether or not a refund is made and the amount of any refund may be determined by the condition of the Returned Products on arrival.
- 9.9. If you cancel the Contract, We will reimburse to You all payments received from You, including the costs of Delivery but excluding:



- 9.9.1. supplementary costs arising if You chose a type of delivery other than the least expensive type of standard delivery offered by Us);
  - 9.9.2. any payments made or due under clause 5.11;
  - 9.9.3. the Collection Charge; and
  - 9.9.4. any Failed Collection charges already paid or due.
- 9.10. We may make a deduction from the reimbursement for loss in value of any Returned Products under your right to cancel if the loss is the result of unnecessary handling by You. If We refund You the price paid before We are able to inspect the Returned Products and later discover that You have handled them in an unacceptable way You must pay Us an appropriate amount.

## **10. Problems with Products and/or Services**

- 10.1. The Company warrants that on Delivery, and for a period of 28 days from the date of Delivery or for a period provided by the manufacturer of the Products if longer ("**Warranty Period**"), the Products shall be as described, be fit for purpose and of satisfactory quality (within the meaning of the Consumer Rights Act 2015).
- 10.2. If there is a problem with the Products, You should notify Us as soon as possible either by emailing Us at [sales@warrensoffice.co.uk](mailto:sales@warrensoffice.co.uk), telephoning Us on 0800 652 0675 or by writing to us at Customer Services, Warrens Office, Unit 1, Moorside Point, Moorside Road, Winchester SO23 7RX.
- 10.3. We do offer a collection service for Returned Products that consist of larger items such as furniture. Where this service is available and chosen by You as the method for returning the Returned Products:
  - 10.3.1. Until such time as the Returned Products are collected by Us or on our behalf, You shall be responsible for the storage of the Returned Products (and to keep them in good condition) at Your own expense.
  - 10.3.2. The Returned Products should be re-packaged and returned in their original packaging, otherwise collection of them may be refused by the collecting courier. If the original packaging is not available, please tell us and we will arrange for some packaging for the Returned Products to be sent to you.
  - 10.3.3. The courier will only attempt collection once. If the courier is unable to gain access to the Returned Products at the address for collection or the Returned Products are inadequately packaged, You shall pay a charged for a failed collection ("**Failed Collection Charge**"). Details of Failed Collection Charges are available on request.
- 10.4. Where the Returned Products are returned using Your own courier, We will not be responsible for any damage to the Returned Products until their

arrival at our return address. Whether or not a refund is made and the amount of any refund may be determined by the condition of the Returned Products on arrival.

10.5. If the Returned Products are faulty:

- 10.5.1. Up to 30 days after Delivery, you will be entitled to a refund (unless the expected life of the Returned Products is less than 30 days).
- 10.5.2. From 30 days until 6 months after Delivery, you have a right to have the Returned Products repaired or replaced, at our choice but you will be entitled to a full refund if the Returned Products cannot be repaired or replaced in most cases.
- 10.5.3. After 6 months you may be entitled to a partial refund if the Returned Products do not last a reasonable length of time.

10.6. For problems with Services and/or Installation, You can ask Us to repeat or fix the Service or Installation if it was not carried out by Us with reasonable care and skill or get a partial Refund if we cannot fix it.

10.7. We will not be liable for the Returned Products' failure to comply with the warranty set out in clause 10.1 if:

10.7.1. the defect was brought to your attention before the Order Confirmation; or

10.7.2. You make any further use of the Returned Products after giving notice in accordance with clause 10.2; or

10.7.3. the defect arises because You failed to follow our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Returned Products or (if there are none) good practice; or

10.7.4. the defect arises as a result of Us following any drawing, design or specification supplied by You; or

10.7.5. You alter or repair the Returned Products without our written consent; or the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

10.8. We shall not be liable under any warranty condition if the Price and VAT have not been paid in full.

10.9. These Conditions shall apply to any repaired or replacement Products and/or Services supplied by Us.

- 10.10. You acknowledge that the Products have not been manufactured or prepared to meet your individual requirements and that it is not within our control how and for what purpose the Products are used by You and that it is your responsibility to ensure that the facilities and functions of the Products meet this requirement.
- 10.11. To the extent that the Products are to be supplied in accordance with a specification supplied by You, You shall indemnify Us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Us in connection with any claim made against Us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with our use of the specification. This clause 10.11 shall survive termination of the Contract.

## **11. Refunds Policy**

- 11.1. Where You return Products to Us, We will examine the Returned Products and notify you whether or not We accept your claim for a refund via email within a reasonable period of time.
- 11.2. Where We agree that a refund is due, We will refund You by the method used to pay the original transaction. We will usually process the refund within 14 days of receipt of the Returned Products or from the day on which we confirmed to You that You were entitled to a refund, whichever is sooner.

## **12. Data Protection**

- 12.1. We shall comply with all applicable laws including the Retained Regulation (EU) 2016/679 (UK GDPR) and the Data Protection Act 2018 and all related data protection legislation having effect in the United Kingdom from time to time. For further information on our use of any of your data, please see our data privacy policy at [www.warrensoffice.co.uk/privacy](http://www.warrensoffice.co.uk/privacy).

## **13. Events outside of our control**

- 13.1. For the purposes of these Terms and Conditions, a Force Majeure Event means an event beyond the reasonable control of Us including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to our workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

13.2. We shall not be liable to You as a result of any delay or failure to perform our obligations under the Contract as a result of a Force Majeure Event but We will contact You as soon as possible to let you know and We will take steps to minimise the effect of the delay. If there is a risk of a substantial delay, You may contact Us to end the Contract and receive a refund for any Products that You have paid for but not received.

## **14. Copyright**

14.1. The copyright and all other intellectual property rights in all lists, descriptions, articles, drawings and other information produced by Us shall remain the property of Us at all times.

## **15. Assignment**

15.1. We may transfer the Contract or any part of it to any person, firm or company.

15.2. You are not entitled to transfer your rights or obligations under the Contract without our prior written permission.

## **16. Our liability**

16.1. We warrant to you that any Product purchased from us through our site is of satisfactory quality and that it is fit for purpose.

16.2. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable), fraud or fraudulent misrepresentation, breach of your legal rights to receive products which are (i) as described and match information that we provided to You and any sample or model seen or examined by you; (ii) of satisfactory quality; and (iii) fit for purpose; and for defective products under the Consumer Protection Act 1987, or any matter in respect of which it would be unlawful for Us to exclude or restrict liability.

16.3. If You use the Products for any commercial, business or re-sale purpose, We will not be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with the Contract (including any losses that may result from a deliberate breach of the Contract by Us, our employees, agents or subcontractors).

16.4. If you use the Products for any commercial, business or re-sale purpose, Our total liability per Order to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of the Contract by Us, our employees, agents or subcontractors shall not exceed the total value of the applicable Order.

16.5. This clause 16 shall survive termination of the Contract.

## **17. Our right to vary these Terms and Conditions**

17.1. We have the right to revise and amend these Terms and Conditions from time to time.

17.2. You will be subject to the policies and Terms and Conditions in force at the time that You order products from Us, unless:

17.2.1. any change to those policies or these Terms and Conditions is required to be made by law or governmental authority (in which case it will apply to Orders previously placed by You); or

17.2.2. if We notify You of the change to those policies or these Terms and Conditions before We send You the Order Confirmation (in which case We have the right to assume that You have accepted the change to the Terms and Conditions, unless You notify us to the contrary within seven days of receipt by You of the change or prior to Delivery, whichever is sooner).

## **18. General**

18.1. You accept that communication with Us will be mainly electronic. We will contact You by email or provide You with information by posting notices on our Website. Where there is any legal or contractual requirement that a communication shall be in writing, it shall be sufficient that such a communication is made through these electronic means.

18.2. All notices under the Contract shall be in writing addressed to:

18.2.1. where We are the recipient, to sales@warrensoffice.co.uk; or

18.2.2. where You are the recipient, to the email address provided by You in the Order.

18.3. Notices are deemed to have been duly given by email:

18.3.1. if the email or other electronic transmission is sent on a business day before 4.30pm, that day; or

18.3.2. in any other case, on the next business day after the day on which the email or other electronic transmission was sent.

18.4. These Terms and Conditions apply to all our sales to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any representations about the Products shall have no effect unless expressly agreed in writing and signed by Us. You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in the Contract. Nothing in this condition shall exclude or limit our liability for fraudulent misrepresentation.

- 18.5. No variation to these Terms and Conditions shall be binding unless agreed in writing by the authorised representative of Us.
- 18.6. Each right or remedy of Us under the Contract is without prejudice to any other right or remedy that We have whether under the Contract or not.
- 18.7. Each clause of the Contract operates separately and if any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 18.8. Failure or delay by Us in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of our rights under the Contract.
- 18.9. Any waiver by Us of any breach of, or any default under, any provision of the Contract by You shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract. This means that if We do not insist immediately that You do anything that You are required to do under the Contract, or if We delay in taking steps against You in respect of your breaking this contract, that will not permit You to avoid doing those things and it will not prevent Us taking steps against You at a later date.
- 18.10. The Contract is between You and Us. No other person shall have any rights to enforce any of its clauses.
- 18.11. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by English law, and the Contract shall be subject to the exclusive jurisdiction of the English courts.