



# LION TECHNOLOGIES

## Terms of Business for Permanent and Temporary Recruitment Services

*Lion technologies Ltd, owner of [www.LionTechnologies.io](http://www.LionTechnologies.io)*

### 1. Scope of the Agreement

These Terms of Business govern all services undertaken by Lion Technologies Ltd of 95 Handel House, 95 High Street, Edgware, HA8 7DB Registered in England No 12178130 trading as Lion Technologies ("Lion Technologies Recruitment Consultancy") for the client (or any company within the same group of companies or affiliated businesses) (the "Client"). The appointment by the Client of Lion Technologies to locate candidates for you for permanent positions and to supply Temporary workers for Temporary positions shall be deemed to be acceptance of these Terms. In its services Lion Technologies is an Employment Business and Employment Agency, as defined in The Conduct of Employment Agencies and Employment Businesses Regulations 2003.

The Terms and Conditions of Business between Lion Technologies and an employer Client (the Client), are deemed to be accepted by the Client by virtue of an Introduction interview being arranged, the use or engagement (which term includes employment or use under a contract of service or for services) of staff introduced, or a temporary worker supplied by Lion Technologies

### 2. Definitions

2.1 In these Terms of Business the following definitions apply:

**"Assignment Term"** means the period set out in the Temporary Placement Confirmation Schedule during which a Temporary Worker is supplied by Lion Technologies to render Services to the Client.

**"AWR"** means The Agency Worker Regulations 2010 (as amended from time to time).

**"Basic Working and Employment Conditions"** means those terms and conditions that are ordinarily included in the contracts of comparable employees or workers of the Client, as further defined by Regulation 5 of the AWR.

**"Candidate"** means any individual Introduced to the Client.

**"Client Site"** means the place the Services are to be performed by the Temporary Worker as specified on the Temporary Placement Confirmation Schedule or as otherwise notified to the Temporary Worker.

**"Engages/Engaged/Engagement"** means the engagement, employment or use of a Candidate or a Temporary Worker directly by the Client or any third party or through any other employment business on a Permanent or Temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which the Candidate or Temporary Worker is an officer or employee.

**"Fees"** means the fees calculated in accordance with the Fee Schedule and confirmed in a Temporary Placement Confirmation Schedule in respect of a Temporary Placement and in a Permanent Placement Confirmation Schedule in respect of a Permanent Placement.

**“Fee Schedule”** means the fee schedule of Lion Technologies current fees for its services (as amended from time to time).

**“Temporary Placement”** means a placement for a Candidate as a Temporary Worker to provide Services for an Assignment Term via Lion Technologies subject to a contract for services.

**“Temporary Placement Confirmation Schedule”** means the written confirmation of the appointment of a Temporary Placement confirming the Services to be supplied to the Client by the Temporary Worker and the terms of such supply, which shall be signed by an authorised representative of each party.

**“Temporary Worker”** means the individual (whether operating through a limited company or not) set out in the Temporary Placement Confirmation Schedule who is introduced by Lion Technologies to render the Services to the Client. A Temporary Worker also includes an interim worker.

**“Introduction” or “Introduce” means** (i) the Client’s interview of a Candidate in person or by telephone, following the Client’s instruction to Lion Technologies to supply a Candidate; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Candidate; and which leads to an Engagement of that Candidate.

**“Notice Period”** means the period as agreed by Lion Technologies and Temporary Worker

**“Permanent Placement”** means a permanent placement for a Candidate as an employee of the Client (including Fixed Term Contracts).

**“Permanent Placement Confirmation Schedule”** means the written confirmation for a Permanent Placement confirming the appointment of a Candidate for a Permanent Placement, which shall be signed by an authorised representative of each party.

**“Services”** means any work and/or services to be performed by the Temporary Worker.

**“Terms”** means these Terms of Business.

### 3. The Contract

3.1 These Terms are the sole terms and conditions on which Lion Technologies shall Introduce Candidates to the Client for Permanent Placements and Temporary Placements. These Terms are deemed to be accepted by the Client the earlier of either, its brief to Lion Technologies to search for Candidates, upon Lion Technologies passing any information about a Candidate to the Client and subsequent interview of the Candidate or Temporary Worker.

3.2 On each occasion the Client wishes to Engage a Candidate for a **Permanent Placement the parties shall agree the terms of a Permanent Placement Confirmation Schedule**. By agreeing a Permanent Placement Confirmation Schedule, the parties shall have entered into an agreement for the supply of the Services which incorporates the provisions of

these Terms save where they are expressly modified or varied in the Permanent Placement Confirmation Schedule. The Permanent Placement Confirmation Schedule, these Terms of Business and those covered in the relevant Fee Schedule shall form the entire agreement between the parties with regard to the provision of the Services, to the exclusion of all other terms, including any which the Client requests or tries to present. The Client agrees to supply to Lion Technologies a copy of the offer letter sent to the Candidate as soon as reasonably practicably upon sending to the Candidate.

3.3 On each occasion the Client wishes to Engage a Candidate as a **Temporary Worker for a Temporary Placement the parties shall agree the terms of a Temporary Placement Confirmation Schedule**. By agreeing a Temporary Placement Confirmation Schedule, the parties shall have entered into an agreement for the supply of the Services which incorporates the provisions of these Terms save where they are expressly modified or varied in the Temporary Placement Confirmation Schedule. The Temporary Placement Confirmation Schedule, these Terms of Business and those covered in the relevant Fee Schedule shall form the entire agreement between the parties with regard to the provision of the Services, to the exclusion of all other terms, including any which the Client requests or tries to present.

3.4 The Client shall advise Lion Technologies of any special matters about which Lion Technologies is required to inform the Candidate in relation to any requirements imposed by law or by any professional body, any special areas of expertise, training or qualifications required, and any associated Health and Safety risks which must be satisfied if the Candidate is to accept a Temporary Placement or a Permanent Placement.

3.5 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between Lion Technologies and the Client and are set out in writing and a copy of the varied terms is given to each party.

#### **4. Fees**

##### **4.1 Our standard fee is £8,995 per placement or 12% - subject per agreement at client onboarding process.**

Unless otherwise agreed in a Permanent Placement Confirmation Schedule the following provisions shall apply to the Fees payable for Permanent Placements:

4.2 All Fees for Permanent Placements shall be payable within 30 days of date of commencement of employment, or with the express permission of Lion Technologies an instalment schedule and instalment payment dates to be agreed by both parties. All invoices for Permanent Placements are raised on the start date of the Permanent Placement.

4.3 The Client shall be responsible for all payments to the Candidate and for making all the necessary statutory deductions.

#### 4.4 Rebate for Permanent Placements:

In the event that a Permanent Placement terminates (whether by expiry of notice or otherwise) within 12 weeks of the date of commencement of the Permanent Placement ('the rebate period'), and provided:

(a) the Client notifies Lion Technologies in writing of the termination of the Permanent Placement within 24 hours of such termination; and

(b) the Candidate has not previously either directly or indirectly been Engaged by the Client; and

(c) the termination is not due to redundancy or the Candidate's ill health; and

(d) the Client had provided Lion Technologies with full and correct information in relation to the Permanent Placement and nothing has materially changed with regards to the Candidate's current or anticipated job role which would precipitate the Candidate choosing to leave or the Client determining that the Candidate is no longer suitable for the role; and

(e) all monies due from the Client have been paid in full under these Terms then Lion Technologies shall pay the Client a rebate calculated as follows:

(f) Lion Technologies will initially be given 6 weeks from the time the client notifies Lion Technologies in writing of the termination to find a suitable replacement, free of charge to the client before any refunds have to be made.

Weeks Refund for Permanent Engagements terminating during or at the end of	Refund %
1 and 2	100%
3 and 4	75%
5 and 6	55%
7 and 8	40%
9 and 10	20%
11 and 12	10%

Unless otherwise agreed in a Temporary Placement Confirmation Schedule the following provisions shall apply to the Fees payable for Temporary Placements:

4.5 All Fees for Temporary services shall be payable within 7 days of date of invoice. The Fees for Temporary Placements shall be invoiced to the Client on a weekly basis.

4.6 If Lion Technologies is paying the Temporary Worker through its own payroll system the Fees shall comprise of:

(a) The day rate of the Temporary Worker together with all applicable statutory charges including holiday pay allowance, Pension Auto enrolment costs and Employers' National Insurance. All such statutory charges will be calculated at the prevailing statutory rate or at an enhanced rate as may be required as a result of AWR ;

4.7 If the Client is paying the Temporary Worker through its own payroll system the Fees shall comprise of the Lion Technologies Consultancy fee.

4.8 If a Temporary Placement is extended the Client acknowledges and agrees that the Fees shall be payable on each extension of the Assignment Term.

4.9 Lion Technologies will have the right to increase the Fee during a Temporary Placement and the Client will be obliged to pay an increased Fee or additional sums in the following circumstances:

(a) if any statutory legislation comes into force which affects the Fees, deductions, tax, payments or any statutory liability of Lion Technologies (including pursuant to the AWR);

(b) if in the reasonable opinion of Lion Technologies any Temporary Worker is eligible for and/or has not received equivalent Basic Working and Employment Conditions (including without limitation any bonus, commission or other payment); or

(c) if a Temporary Worker is entitled to holiday over and above the statutory minimum as a result of AWR,

In the above circumstances Lion Technologies will notify the Client in writing of any increase in the Fee or additional payments due from the Client in order to meet its obligations.

4.10 VAT, if applicable, is payable on the entirety of the Fees.

4.11 Lion Technologies reserves the right to charge interest on any overdue amounts at the rate of 5% per annum above the base rate from time to time of Barclays Bank plc from the due date until the date of payment.

4.12 An administration charge of £300 plus VAT will be incurred if the job is subsequently withdrawn when;

(a) the candidate has been invited back for a second interview; or

(b) an offer has been made verbally or in writing

When a company car is provided the total remuneration shall further include an amount of £2,500 (Two thousand five hundred pounds).

## **5. Temporary Placements**

5.1 Lion Technologies shall procure that the Temporary Worker shall make themselves available to provide the Services for the Assignment Term at the Client Site.

5.2 The Client will provide and take responsibility for all equipment required in the provision of the Services at all times. The Client agrees to ensure that the Client Site is a safe, secure and suitable premises for the provision of the Services.

5.3 The Client will assist Lion Technologies in complying with Lion Technologies duties under the Working Time Regulations by supplying any relevant information about the Services requested by Lion Technologies

and the Client will not do anything to cause Lion Technologies to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify Lion Technologies of this requirement before the commencement of that week.

5.4 Lion Technologies shall enter into a contract with the Temporary Worker which shall provide that they will:

- (a) provide the Services at all times to the best of their knowledge, power and ability;
- (b) be available to provide the Services at the Client Site at the times agreed with the Client;
- (c) comply in all respects with and have regard to all relevant statutory regulations, laws and orders and all codes of practice applicable to the Services; and
- (d) comply with the Client Site rules and regulations and observe other similar instructions given by the Client or Lion Technologies.

5.5 At the end of each week of an Assignment Term the Client shall sign the Temporary Worker's timesheet verifying the number of hours worked by the Temporary Worker during that week.

5.6 Signature of the timesheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a timesheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform Lion Technologies as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with Lion Technologies to enable Lion Technologies to establish what hours, if any, were worked by the Temporary Worker. Failure to sign the timesheet does not absolve the Client's obligation to pay the Fees in respect of the hours worked.

5.7 The Client shall not be entitled to decline to sign a timesheet on the basis that he is dissatisfied with the Services performed by the Temporary Worker.

5.8 When it has been agreed that a Temporary Worker is to be placed on the Lion Technologies payroll Lion Technologies assumes responsibility for paying the Temporary Worker.

5.9 The Client shall notify Woona.io immediately and without delay and in any event within 4 (four) hours if the Temporary Worker fails to attend the Client Site or notifies the Client that the Temporary Worker is unable to provide the Services work for any reason.

## **6. AWR**

6.1 It shall be the responsibility of the Client and Lion Technologies to ensure that if the AWR apply to the Temporary Placement, the Temporary Worker benefits from the same Basic Working and Employment Conditions as the Temporary Worker would be entitled to had such Temporary Worker been recruited directly by the Client.

## 6.2 The Client agrees and acknowledges that:

- (a) it shall provide accurate and up-to-date information to Lion Technologies on an on- going basis in relation to the Basic Working and Employment Conditions of comparable employees of the Client so as to ensure that the remuneration paid by Lion Technologies to each Temporary Worker for each Temporary Placement complies with AWR;
- (b) it shall complete and return the Lion Technologies Temporary Placement Confirmation Schedule, to the satisfaction of Lion Technologies and any other information requests as soon as reasonably practicable in order to ensure compliance with AWR;
- (c) it shall promptly notify Lion Technologies upon any changes in the Basic Working and Employment Conditions (including without limitation any pay reviews, bonus payments or increased holidays);and
- (d) in the event that the AWR apply to the Temporary Placement, it shall promptly pay to the Temporary Worker those bonus payments that the Temporary Worker is eligible for under AWR.

6.3 The Client agrees and acknowledges that it is responsible for providing the Temporary Workers with access to information regarding relevant employment vacancies and the collective facilities and amenities provided by the Client on an ongoing basis from the first day of the Temporary Placement.

6.4 The Client warrants and undertakes that it will not structure the Temporary Placements in a manner that prevents or attempts to prevent a Temporary Worker from being entitled to, or from continuing to be entitled to equivalent Basic Working and Employment Conditions, or which is prohibited under the AWR.

6.5 In the event that Lion Technologies receives a written request from a Temporary Worker in relation to the Client's compliance with the AWR, Lion Technologies shall promptly pass such request to the Client; whereupon the Client shall compile a written statement setting out in sufficient detail the information necessary to comply with the AWR and present such statement to Lion Technologies by the date determined by Lion Technologies or in the absence of such date, within 10 days of receipt of such request.

## 7. Transfer and Introduction Fees

7.1 Where Lion Technologies receives instructions from the Client to act as an employment agency (to secure **Candidates for Permanent Placements**) and if there is an Introduction of a Candidate to the Client which does not result in the supply of that Candidate by Lion Technologies to the Client, but which leads to an Engagement of the Candidate by the Client within 12 months from the date of Introduction, the Client shall be liable to pay an introduction fee calculated as follows: if the Candidate is to be employed or engaged by the Client on an annual salary basis, the Client shall pay Lion Technologies the Fees that would have been payable in accordance with the Fee Schedule had the Candidate been supplied through Lion Technologies in respect of the Candidate's gross annual salary or in any other case of the gross annual equivalent to be paid by the Client to the relevant Candidate. No refund of the introduction fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

7.2 Where Lion Technologies receives instructions from the Client to act as an employment business (to secure **Temporary Workers for Temporary Placements**) and if there is an Introduction of a Candidate to the Client which does not result in the supply of that Candidate by Lion Technologies to the Client, but which leads to an Engagement of the Candidate by the Client either directly or pursuant to being supplied by another employment business within 12 months from the date of Introduction the Client shall be liable, subject to electing upon giving 30 days' notice, to either:

(a) A period of hire of the Candidate being 12 months during which the Client shall pay the charges for each hour/day the Candidate is so employed or supplied; or

(b) An introduction fee calculated as follows: if the Candidate is to be employed or engaged by the Client on an annual salary basis, the Client shall pay Lion Technologies the Fees that would have been payable in accordance with the Fee Schedule had the Candidate been supplied through Lion Technologies in respect of the Candidate's gross annual salary or in any other case of the gross annual equivalent to be paid by the Client to the relevant Candidate. No refund of the introduction fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due. However, where the Client does not give notice (in accordance with (a) above) before the Candidate is engaged the parties agree that the introduction fee shall be due.

7.3 In the event of the Engagement by the Client, or by a third party introduced by the Client, of a Temporary Worker supplied by Lion Technologies for an Assignment either (1) directly or (2) pursuant to being supplied by another employment business, during the Assignment Term or within whichever is the longer of either:

(a) 14 weeks from the start of the first Assignment Term (each new Assignment Term where there has been a break of more than 42 days (6 weeks) since the end of a previous Assignment Term shall also be considered to be the 'first Assignment' for these purposes); or

(b) 8 weeks from the day after the last day the Temporary Worker provided the Services.

The client shall be liable, subject to electing by giving 30 days prior notice, to either:

(i) An extended period of hire of the Temporary Worker being 12 months during which the Client shall pay the current rate of Fees; or

(ii) A transfer fee calculated as follows: if the Temporary Worker is to be employed or engaged by the Client, or a third party introduced by the Client, on an annual salary basis, the Client shall pay Lion Technologies the Fees that would have been payable in accordance with the Fee Schedule in respect of the Temporary Worker's gross annual salary or in any other case of the gross annual equivalent to be paid by the Client to the relevant Temporary Worker prior to the transfer. No refund of the transfer fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due. However, where the Client does not give notice (in accordance with (i) above) before the Temporary Worker is Engaged the parties agree that the transfer fee (calculated in accordance with (ii) above) shall be due.



7.4 If the Client elects for a period of hire, as set out in Clause 7 but before the end of such period engages the Temporary Worker supplied by Lion Technologies either directly or pursuant to being supplied by another employment business or the Temporary Worker chooses not to be supplied for the period of hire, the transfer or introduction fee will be charged.

7.5 In the event that there is an Introduction of a Candidate to the Client which does not result in the supply of that Candidate by Lion Technologies to the Client, but the Candidate is introduced by the Client to a third party which results in the Engagement of the Candidate by the third party within 12 months from the date of Introduction the Client shall be liable, to an Introduction Fee calculated in accordance with Clause 7.

## 8. Restrictions

8.1 If before the Assignment Term commences, during the course of an Assignment Term or within the Relevant Period the Client wishes to employ or engage the Temporary Worker or former Temporary Worker **directly or through another employment business**, the Temporary Worker acknowledges that Lion Technologies will be entitled to either

a) charge the Client a fee or

b) agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be engaged directly by the Client or through another employment business.

8.2 Should a Client attempt to **directly** contact an introduced or previously engaged Temporary / Contract Worker or with the aim of re-engaging or employing said person within a 12 month period from termination of previous engagement thereby by-passing the Terms of Business agreement with Lion Technologies, a full fee will be charged and become due in accordance with the relevant payment terms.

## 9. Liability

9.1 Whilst every effort is made by Lion Technologies to give a satisfactory service to the Client by ensuring reasonable standards of skills, integrity and reliability from Candidates and Temporary Workers and further to provide them in accordance with the Client's requirements, Lion Technologies is not liable for any loss, expense, damage or delay arising from any failure to

provide any Candidate or Temporary Worker for all or part of the Assignment Term or from the negligence, dishonesty, misconduct or lack of skill of a Candidate or Temporary Worker. For the avoidance of doubt, Lion Technologies does not exclude liability for death or personal injury arising from its own negligence.

9.2 Temporary Workers supplied by Lion Technologies are not the employees of Lion Technologies but are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment Term. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether willful, negligent or otherwise. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety At Work Act etc, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject.

9.3 The Client shall indemnify and keep indemnified Lion Technologies against any costs, claims or liabilities incurred by Lion Technologies arising out of any Temporary Placement or arising out of any breach of these Terms by the Client or arising out of the Client's failure to comply with the AWR or if the Temporary Worker is unfairly dismissed or subjected to a detriment by or as a result of any act or omission of the Client.

9.4 To the extent permitted by law Lion Technologies shall not be liable to the Client for: (a) Loss of profit, loss of business, loss of revenue, loss of goodwill, loss of anticipated savings; or

(b) Any indirect or consequential loss or damage.

9.5 To the extent permitted by law Lion Technologies total liability to the Client for all the claims, costs, damage and losses under or in connection with each Permanent Placement or Temporary Placement made pursuant to these Terms shall be limited to the total margin paid by the Client to Lion Technologies in respect of each such placement to which the claim relates.

9.6 Clients are advised to effect ALL appropriate insurance cover in respect of ALL temporary workers, e.g. Consequential Loss, Employer's and Public Liability, etc

## **10. Termination**

10.1 Either party may terminate these Terms and/or any Temporary Placement immediately upon giving notice in writing to the other party if:

(a) an order is made or an effective resolution is passed for the winding up of that other party (other than for the purpose of restructuring) or a receiver, administration or administrative receiver is appointed over the undertaking or any of the property or assets of that other party; or

(b) the other commits any material or persistent breach of these Terms or a Temporary Placement.

10.2 Either party may terminate any Temporary Placement at any time on giving written notice of the Notice Period to the other party.

10.3 The Client may give 24 hours written notice to terminate a Temporary Placement if:

(a) The Temporary Worker refuses to perform the Services or in the reasonable opinion of the Client fails to perform the Services diligently and with due prudence, skill and care;

(b) The Client is on reasonable grounds dissatisfied with the level of technical skill and/or job performance used in the provision of the Services; or

(c) There is a material or persistent inability of the Temporary Worker to provide the Services to the standard reasonably required by the Client.

10.4 Lion Technologies may terminate a Temporary Placement at any time if the Temporary worker in our sole opinion, which need not be reasonable, may no longer be willing or able to undertake the services to the Client.

10.5 Termination of these Terms and/or any Temporary Placement shall not release either party from any obligation accrued on or before termination of these Terms and/or any Temporary Placement.

## **11. Intellectual Property**

11.1 Lion Technologies acknowledges that all intellectual property rights created during the performance of the Services by the Temporary Worker belong to the Client and Lion Technologies undertakes not to do any act inconsistent with such ownership.

## **12. Confidentiality**

12.1 Neither party shall at any time divulge or disclose to any person other than to officers or employees of the other party or on the instructions of the other party any Confidential Information concerning the other party.

For the purposes of this clause 11.1 “Confidential Information” shall include trade secrets, financing, affairs and trade connections, clients and information about any of the Client’s information regarding prices, discounts, business and financial marketing development or any other confidential information.

12.2 The Client hereby grants Lion Technologies the right to:

- (a) advertise any vacancies for potential Candidates in any medium;
- (b) use its name and logo on its website, client list and in its promotional literature;
- (c) divulge or otherwise disclose the Confidential Information (or any part thereof) in order to respond to any claim or proceedings pursuant to the AWR.

## **13. General**

13.1 The failure by either party to enforce at any time any of these Terms shall not be a waiver of them or of the right to subsequently enforce all terms and conditions of these Terms.

13.2 The assignment of these Terms by a party shall require the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

13.3 If any of these Terms is held to be unenforceable in all or in part, that term or provision shall to the extent be deemed not to form part of these Terms but the validity and enforceability of the remainder of these Terms shall not be affected.

13.4 Lion Technologies shall not be liable for any delay or non-performance of its obligations under these Terms to the extent that such delay or non- performance is caused by Force Majeure Event. For the purposes of these Terms “Force Majeure Event” shall mean any event beyond the reasonable control of Lion Technologies

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including without limitation, fire, floods, storms, earthquakes, natural physical disasters, acts of war, acts of terrorism or threats of, or industrial action or acts of government.

13.5 Any notice under these Terms shall be made in writing. Notices may be sent by post, fax or email. Any notice served by post shall be deemed to have been served 48 hours after it was posted and proof that the notice was properly addressed, pre-paid and posted shall be sufficient evidence of service. Any notice served by fax shall be deemed to have been received on transmission as evidenced by the transmission report. Correctly addressed emails shall be deemed to be received in despatch, as evidenced by hardcopy printouts.

13.6 A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms but this does not affect any right of the Temporary Worker to enforce any provision of these Terms against the Client.

13.7 These Terms are governed by and shall be construed in accordance with the laws of England and Wales. The parties hereby submit any dispute (including non-contractual disputes) or matter in relation to these Terms to the exclusive jurisdiction of the English Courts.