



PART 3: CONTACT CENTRE/EE.CO.UK

Trade-In/Up contact centre Program terms and conditions applicable between Customer and Likewize

Likewize Services UK Limited Terms and Conditions

This page tells you information about us and the legal terms and conditions (the "**Terms**") on which you trade-in your mobile phone from any manufacturer (the "**Products**") within the scope of the trade-in service provided by **Likewize Services UK Limited** ("**Likewize**"). The trade-in service enables you to sell your used Product to Likewize for a cash price (whether received as cash or via voucher, discount or mobile phone account credit) equivalent to the value of your Product as determined by Likewize dependent on its condition, which will be advised to you (as referred to in clause 9 below).

Any reference in these Terms and Conditions to money, payment or any other form of remuneration from us in exchange for your Product, is to be understood as the purchase price which you may be entitled to.

These Terms will apply to any contract between Likewize, which is a company registered in the UK under company number **08401611** and with registered office at Unit 2, Crewe Logistics Park, Jack Mills Way, Shavington CW2 5XF (referred to herein as "**us**", "**our**", "**we**" and "**Likewize**") for the trade in of Products by you (the "**Contract**"). Please read these Terms carefully and make sure that you understand them, before trading-in any Products via the Site. Please note that before trading-in a Product or placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to trade-in any Products.

You should print a copy of these Terms or save them to your computer for future reference.

We may amend these Terms from time to time as set out in clause 7. Every time you wish to trade-in Products, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms were most recently updated on 04 September 2020.

These Terms, and any Contract between us, are only in the English language.

1. Information about us

- 1.1 Our VAT number is GB 824 2965 18. If you have any questions, you may contact us at Likewize Services UK Limited, Unit 2, Crewe Logistics Park, Jack Mills Way, Shavington CW2 5XF, by telephone on 03444122481 or by email at tradeinsupport.uk@Likewize.com.
- 1.2 Whilst the trade-in process includes the trade-in of Products either as a stand alone service or in conjunction with the purchase by you of another product from EE, the trade-in service is provided by us as an independent third party in relation to EE. EE and its affiliates and subsidiaries (collectively "**EE**") are not party to the Contract between you and us and you shall have no right of action against EE for any breach of a Contract, save as for payment under paragraph 13. Any purchase by you of EE products is exclusively regulated by separate terms and conditions between you and EE.



2. How we use your personal information

- 2.1 In order for Likewize to carry out the contract for the purchase of your old Product we will need your name, address, email address and telephone number, details of your bank account in which to remit the value of the Product (where applicable), details of the Product and other limited information which we will request when you sign up to the trade in services. We will use this information solely for the purposes of the trade in services and in fulfilling our contractual obligations, but for no other purpose unless you have agreed to any additional purpose. Any such items of personal data will be maintained by Likewize as the data controller in compliance with the applicable data protection laws and in accordance with our privacy policy at <https://www.Likewize.com/eu-privacy-policy/>.

● 2. Please remove your data from the product

- 2.2 **It is your responsibility** to:
 - a. Remove your sim card (the "**SIM**") and any memory card before sending your Product to us. The SIM and memory card can contain private information and may enable unauthorised use of your network airtime or your personal information. If you fail to remove the SIM or memory card, you agree to release us from all claims, losses or damages with respect to the use of the SIM or memory card arising before, or after receipt of your Product.
 - b. Delete and remove all personal files and data, whether in the form of personal details, SMS, photos, games, songs or other data (the "**Data**") from the Product and reset your Product to factory settings. Always follow the manufacturer's guidelines to wipe the data:
 - a. for Apple devices - Please refer to Apple's guidance on deletion of Data, storing Data to iCloud or other backup, and resetting your Product to factory settings. Additionally, switch off "Find My iPhone" or equivalent on your Product.
 - b. for all other manufactures – strictly follow their guidance on deletion of Data, storing Data to the cloud or other backup, and resetting your Product to factory settings.
 - c. Likewize does not warrant or guarantee that resetting the Product to factory settings will permanently delete any Data or personal information from the Product. Likewize shall have no obligations in respect of wiping or removing the Data. Likewize accepts no responsibility for failure to maintain the integrity or confidentiality of any Data in the device.
 - c. Notwithstanding clause 3.6 below, if Likewize receives your Product with Data still left on it Likewize will reject the Product and cancel the Contract. Please ensure you remove all Data and reset the Product to factory settings before handing or sending it to Likewize.
 - d. Please remove any security locks and disable "find my Phone" functions before sending your Product to Likewize, if these are in place this will disable access to the Product and its value will be zero.
- 2.3 By sending your Product to us, you agree to release us from all claims, losses or damages with respect to the SIM, Data or Product. We accept no responsibility in relation to the security, protection, confidentiality or use of such Data or the SIM. You acknowledge that once we have Purchased the Product from you we may resell the Product to a third party, and we have no control over what the third party does with the Product or who they may resell the Product to. It is therefore vital that you follow the requirements set out in this clause 3 regarding the removal of your data and Content from the Product.
- 2.4 Please back up any data or other information and content you want to keep from the Product on a secure cloud based system or other data storage device (in accordance with the manufacturer's recommended procedure) before sending the Product to Likewize..

- 2.5 You agree that you have the sole responsibility to keep a separate backup copy of any Data before sending your Product to us; and that you have taken all reasonable steps to eliminate and delete Data that is deemed personal or confidential from the Product. Data recovery is not a part of the trade-in service and we and EE accept no responsibility or liability for any lost Data.
- 2.6 Where a Product is received by Likewize which, when the Product is turned on, appears not to have been reset to factory settings and Data is immediately obvious from the screen, then Likewize at its own discretion shall either return the device to the Customer or follow manufacturer device reset process.
- 2.7 It will not be possible for the Customer to obtain any data or other content from the Product, whether stored on the phone or memory card, once it has been re-set to default factory settings and the data erased when sent to Likewize so it is strongly recommended that the Customer backs up such content before sending any Products to Likewize. Likewize will provide clear information relating to this requirement to the Customer before the customer sends the Product to Likewize. In any event, the Customer agrees to release Likewize from all claims, losses or damages with respect to the use by any third party (to whom Likewize may sell the Product or any ultimate owners) of data, memory card or sim card due to customer failing to permanently erase the data from the device. It will not be possible for you to obtain any Data or other content from the Product, whether stored on the Product or memory card, once it has been sent in to us.

• 3. If you are a Consumer

This clause 3 only applies if you are a Consumer.

- 3.1 For the purposes of these Terms, "**Consumer**" means an individual who is acting for purposes which are outside his or her business, as defined by the Consumer Rights Act 2015. Subject to clause 6 of these terms and conditions, if you are a Consumer, by trading-in Products you warrant that:
 - a. You are at least 18 years old or, if you are under 18 years of age, that you have obtained your parent's or guardian's consent to sell your Products to us for the sum indicated;
 - b. You are the sole owner of the Product or have been authorised by the owner of the Product to make decisions on the Product and to trade it in and sell it and there are no liens, encumbrances or security interests in or attached to the Product including without limitation finance or hire-purchase agreement and that no other party has a legal interest in it;
 - c. The Product is not counterfeit, stolen or fraudulent;
 - d. In trading-in the Product, you are not infringing any intellectual property right of a third party;
 - e. You are resident in the United Kingdom and that you are accessing the Site from that territory; and
 - f. You are legally capable of entering into a binding contract with us;
- 3.2 If you are a Consumer then these terms and conditions shall not affect any statutory rights you may have as a consumer.

• 4. If you are a business customer

This clause 4 only applies if you are a business customer.

- 4.1 if you are not a Consumer, by trading-in Products, you warrant that:
 - a. you are based in the United Kingdom;

- b. you are the sole owner of the Product or have been authorised by the owner of the Product to make decisions on the Product and to trade it in and there are no other parties who have any interest or claim (liens, encumbrances or security interests) in or attached to the Product and that no other party has a legal interest in it;
 - c. the Product is not counterfeit, stolen or fraudulent;
 - d. in trading-in the Product, you are not infringing any intellectual property right of a third party; and
 - e. you have authority to bind any business customer on whose behalf you use the Site to trade-in Product
- 4.2 These Terms and any document expressly referred to in them constitutes the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
 - 4.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.
 - 4.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

• 5. Our right to vary these Terms

- 5.1 We may amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.
- 5.2 Every time you trade-in Products, the Terms in force at the time of your trade-in will apply to the Contract between you and us.
- 5.3 We may revise these Terms as they apply to your order from time to time to reflect the following circumstances:
 - a. changes in relevant laws and regulatory requirements; and/or
 - b. a change in our business practice.
- 5.4 If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel in respect of all of the affected Products. If you opt to cancel, you will have to return any monies (or other consideration) you have already received. You may request the return of the Product upon cancellation, Likewise reserve the right to return your Product or one of similar make/model and specification where your Product is no longer in our control.

• 6. Valuing your Product

- 6.1 You warrant that you will accurately describe the condition of your Products so that we are able to provide an initial quotation before we are in receipt of, and able to, inspect the Product (the "**Original Quotation**"). A Product will qualify for purchase by Likewize if it is in "**Full Working Condition**".
- 6.2 For a Product to be in Full Working Condition it must satisfy the following criteria:
 - a. The Product must be complete with no missing, damaged, or cracked parts (e.g. a stylus for touch screen phones should be included if the phone was originally supplied with one);

- b. The Product should be fully functional. It should power up, and should be free from PIN locks. It should make and receive a call. All functionality must work (e.g. Bluetooth, Camera, Wireless). All control buttons (e.g. on/off, volume, navigation) and all the buttons on the keypad must work. All connection sockets should work, all microphones and speakers should work, and the IMEI label should be intact;
 - c. The display should be clear and fully intact. There should be no fading, no pixels missing, no cracks and no bleeding on the screen. Touch-screens should be free from major scratching;
 - d. The Product must be free from liquid damage (and signs of liquid damage as signified by the manufacturer's liquid damage indicators); and
 - e. If the Product has a flip or slider mechanism, it should open and close properly.
- 6.3. There may be instances where Likewize may choose to purchase a Product that is not in Full Working Condition.
 - 6.4 Likewize does not accept any Products that have an activation lock via a Samsung account, iCloud account or similar accounts.
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Contact Centre or Online (EE.co.uk) Trade-in

- 6.5 If you are in any doubt as to the condition of a Product, you are advised to contact us first before sending in or handing over your Product.
- 6.6 Upon receipt of your Product, we will carry out an Inspection (as defined in clause 8.1). Any incorrect or inaccurate Product descriptions may result in us re-evaluating our Original Quotation to produce a Revised Quotation (as defined in clause 8.3).
- 6.7 You must ensure that we are in receipt of the Products within 14 days of the date of receipt of packaging. Packaging will be despatched on the day we provide the Original Quotation for for next day delivery.. If we are not in receipt of a Product in such 14 day period, we reserve the right to offer you the lower of the: (i) Original Quotation; or (ii) current price on the Recycle. ee.co.uk site presented through the site on the day the Products arrives with us, subject to clauses 8 and 9 below.

• 7. Lost, Blocked, Stolen and Fake Products and Pre-Pay Box Breaking

- 7.1 For the purposes of these Terms:
 - a. **"Lost, Blocked or Stolen"** Products are Products that have been reported as either lost, blocked or stolen as recorded in any of the stolen asset registers maintained by CheckMEND at <http://www.checkmend.com/geo/index.php>; and
 - b. **"Fake"** Products are counterfeit Products which are manufactured to resemble products made by another company in breach of the intellectual property rights of the genuine manufacturer.
- 7.2 We will make no payments to customers for Products received which are Lost, Blocked, Stolen or Fake.
- 7.3 We reserve the right to inform the relevant authorities if there is any suspicion that there is a deliberate attempt to perpetrate a fraud. We reserve the right to reclaim any money paid to you if it is discovered within three (3) months of our receipt of that Product that the Product has either been reported as Lost, Blocked or Stolen or the Product is discovered to be a Fake.
- 7.4 Products which are Lost, Blocked, or Stolen will not be returned, unless we are required to return such Products in accordance with applicable legislation. Fake Products will only be returned if we consider (in our sole opinion) that they were remitted in good faith.
- 7.5 We reserve the right to refuse to pay for any Products which we believe are derived from Prepay Box Breaking. The definition of "Prepay Box Breaking" is where a businesses or individual purchases

prepay phones from a retailer, network, dealer or wholesaler with the intention of reselling the phone and have no intention of using the phone and sim card together as was the original intention of mobile phone network whose sim card is provided with the phone.

● 8. Inspection and Revised Quotation (Contact Centre or Online)

- 8.1 Once your Products have been received by us, we will inspect the Product to check that it is in Full Working Condition and see if it complies with the description that you provided to us originally (the "**Inspection**").
- 8.2 The Inspection will focus on, amongst other things, the model and condition of the Product. If the model is the same as and/or the condition is the same as your original description, the Original Quotation will be paid to you within 72 hours.
- 8.3 If the Inspection reveals the model is different and/or the condition is inferior to your original description, the Original Quotation will be adjusted in accordance with clause 9.2 below. Should our Inspection reveal that you have sent us a different model than the one that we provided an Original Quotation for, we will offer an amount for the different model based on the price displayed on the Site or through EE Website on the day that we are in receipt of the different model (subject to the condition of the Product) (the "**Revised Quotation**"). Note that Likewize's appraisal is solely our own commercial assessment of the sum that Likewize is willing to offer you in exchange of the Product. Likewize does not provide any guarantees of giving a correct or objective valuation or the highest valuation available on the market. Thus, there may be other companies on the market who may provide different valuations and offer sums different to those offered by Likewize.
- 8.4 We will contact you via email or text to confirm the amount we will offer for such Product as adjusted, if necessary, by these Terms. You will have 14 days from the date that we have sent the email or text in which to accept the Revised Quotation provided that we cannot be held responsible for the non-delivery of emails because of spam email or junk filters. If you:
 - a. choose to decline the Revised Quotation within the 14-day period, you may ask us to return the Product to you. Please allow for up to 10 working days to receive your returned Products. If for any reason we cannot send you back your original Product then we will be obliged to make payment of the sum equal to the Original Quotation; or
 - b. do not reply within 14 days of us sending the email or text, we will pay you the Revised Quotation and you will be deemed to have accepted such Revised Quotation as the full price payable to you for your Product.
- 8.5 Under no circumstances can Products be returned by us to you after the expiry of the 14-day period detailed in clause 8.4.
- 8.6 Additional accessories that have been sent in with your Product which have not been specifically requested by us cannot be returned to you.

● 9. How the Contract is formed between you and us

- 9.1 Nothing on the EE.co.uk Website or the customer service contact centre advisor constitutes an offer by us to sell or purchase any goods or services.
- 9.2 Sending Products to us shall constitute an offer by you to sell such Products to us in return for the Original Quotation ("**Your Offer**"). However, please note that this does not mean that Your Offer has been accepted by Likewize. Our acceptance of Your Offer will take place as described in clause 9.3.
- 9.3 The Contract will be formed upon receipt of the Product (subject to clause 8.2 and/or 8.3):

● 10. Payments

Online

- 10.1 The final purchase price payable by Likewize for the sale of your used Product to us will be determined after we complete the Inspection of your Product, subject to these Terms.
- 10.2 If your Product is accepted by us following Inspection we will pay the Original Quotation price to EE (you hereby instruct us to do so on your behalf). Your options for payment include but are not limited by the provisions in clause 10.6, which shall be agreed between you and EE.
- 10.3 If we offer a Revised Quotation we will pay the Revised Quotation price to EE (you hereby instruct us to do so on your behalf). Your options for payment include but are not limited by the provisions in clause 10.6, which shall be agreed between you and EE.
- 10.4 If you fail to respond to our Revised Quotation by either accepting or rejecting it within 14 days we will pay the Revised Quotation to you within 72 hours of the expiry of the 14 days.
- 10.5 If your Product is accepted by us following Inspection we will pay the Original Quotation to you by either;
 - a) Cash payment to you via BACS transfer to your nominated bank account;
 - b) Payment by Likewize to the retailer/mobile network operator you direct us to make payment to on your behalf.
- 10.6 Where you instruct us to pay the final purchase price to the retailer or mobile network operator on your behalf (in accordance with 10.3 and 10.5 (b) above) , they and you will have already agreed (and contracted) to make the same value available to you in once of a number of methods. You may accept a voucher, store discount, mobile phone account discount, one off credit to your mobile phone account, reduction in payment for a new mobile phone device or any other method of credit by the retailer or mobile network operator to reimburse you the full amount of the final payment price.
- 10.5 All quotations and payments include VAT (as applicable).

● 11. Title and Risk in Products

- 11.1 Title in the Product(s) shall pass to us on your acceptance of the final purchase price of such Product(s) at which point you disclaim any further right, title or interest in and to the Product or any items contained therein.
- 11.2 Subject to clause 14.3, risk in the Product(s) shall pass to us once the Product is received by us via the mail/courier service that you use to send the Product to us.
- 11.3 Whilst the Products are in transit from you to us the following shall apply:
 - a. for each Product that you send to us you shall ensure that: (i) it is packaged so that it is physically protected; and (ii) you obtain and provide to us on request a tracking number for the package;
 - b. subject to clause 14.3(c), our total liability to you in respect of all losses arising in connection with the loss or damage to a Product or Products whilst within the domain of Likewize, shall in no circumstances exceed one-hundred pounds (£100) per package (irrespective of how many Products there are in a package); and
 - c. we shall not be liable to you for any loss arising in connection with the loss or damage to a Product or Products whilst in transit or otherwise within the domain of Likewize, should you fail to comply with the provisions of these Terms.
- 11.4 You are permitted to send your Product to us in your own packaging (subject to the requirements of clause 14.3 above) and you will be provided with a free address label.

• 12. Our liability if you are a business customer

This clause 12 only applies if you are a business customer.

- 12.1 Nothing in these Terms limits or excludes our liability for:
 - a. death or personal injury caused by our negligence;
 - b. fraud or fraudulent misrepresentation; or
 - c. any other liability which cannot be excluded by law.
- 12.2 Subject to clause 12.1, Likewize and any of their group companies and their officers, directors, employees, shareholders or agents of any of them (collectively, the "**Likewize Parties**") will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 - a. any loss of profits, sales, business or revenue;
 - b. loss or corruption of data, information or software;
 - c. loss of business opportunity;
 - d. loss of anticipated savings;
 - e. loss of goodwill; or
 - f. any indirect or consequential loss.
- 12.3 Subject to clauses 11.3(b) and 12.1, the Likewize Parties' total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Original Quotation for the relevant Product(s).
- 12.4 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Site. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law.

• 13. Our liability if you are a Consumer

This clause 13 only applies if you are a Consumer.

- 13.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this Contract.
- 13.2 We do not in any way exclude or limit our liability for:
 - a. death or personal injury caused by our negligence;
 - b. fraud or fraudulent misrepresentation; or
 - c. any other liability which cannot be excluded or limited by law.
- 13.3 Subject to clause 16.1 and 16.2, the Likewize have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

● 14. Indemnity

The trade-in service is provided for lawful purposes only, and you agree to indemnify Likewize from and against any claims brought against any of them arising from performing its obligations under a Contract on your behalf or for any breach of these Terms by you.

● 15. Events outside our control

- 15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control (as such phrase is defined in clause 15.2).
- 15.2 An "**Event Outside Our Control**" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
 - a. we will contact you as soon as reasonably possible to notify you; and
 - b. our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.
- 15.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return any monies you have already received and we will return any Products relating to such monies.

● 16. Communications between us

- 16.1 When we refer, in these Terms, to "in writing", this will include e-mail.
- 16.2 **If you are a Consumer** you may contact our customer service team at Email: eeconsumer.uk@Likewize.com **Tel. 0208 732 3798**. If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.
- 16.3 **If you are a business customer** you may contact our customer service team at Email: btcorporate.uk@Likewize.com **Tel. 0208 732 3798**. If you wish to give us formal notice of any matter in accordance with these Terms, please contact us as follows:
 - a. Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid post or other next working day delivery service or e-mail.
 - b. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- 16.4 The provisions of this clause 19 shall not apply to the service of any proceedings or other documents in any legal action.

● 17. Intellectual property rights

- 17.1 We are the owner or the licensee of all intellectual property rights in the Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 17.2 You may print off one copy, and may download extracts, of any page(s) from the Site for your personal use and you may draw the attention of others within your organisation to content posted on the Site.
- 17.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 17.4 Our status (and that of any identified contributors) as the authors of content on the Site must always be acknowledged.
- 17.5 You must not use any part of the content on the Site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 17.6 If you print off, copy or download any part of the Site in breach of these Terms, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

● 18. Other important terms

- 18.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights under these Terms.
- 18.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 18.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 18.4 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 18.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- **18.6 Applicable law and jurisdiction:**
 - a. a 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 and construed in accordance with the substantive law of England and Wales; and
 - b. we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).