
TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES
THESE TERMS DO NOT APPLY TO CONSUMERS

1. These are the terms and conditions for the supply of goods and/or services by The Wellness Tree Limited (THE WELLNESS TREE) a company registered in England Wales with company number 06576582 and VAT number 973653779, whose registered office is at Brookdale Farm, West Chiltington Lane, Billingshurst, West Sussex RH14 9EA. We are also regulated as a credit broker by the Financial Conduct Authority number 712103.
2. THE WELLNESS TREE shall supply and the Customer shall purchase the Goods and/or Services in accordance with THE WELLNESS TREE's Sales Order, which shall be subject to these Terms and Conditions.
3. The Contract shall be to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

4. **Definitions and Interpretation**

- 4.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day other than a Saturday, Sunday or bank holiday;
“Commencement Date”	means the commencement date for the Contract, which shall be the date THE WELLNESS TREE confirms acceptance of the Sales Order by the Customer;
“Confidential Information”	means, in relation to any Party, information which is disclosed to another Party by the other Party pursuant to or in connection with this Contract (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Contract”	means the contract for the purchase and sale of the Goods and/or supply of the Services under these Terms and Conditions;
“Contract Price”	means the price stated in the Sales Order payable for the Goods, unless varied in writing by THE WELLNESS TREE;
“Customer”	means the Party set out in a Sales Order;
“Delivery Date”	means the date on which the Goods are to be delivered as notified by THE WELLNESS TREE to the Customer;

“Goods”	means the goods (including any instalment of the goods or any parts for them) which THE WELLNESS TREE is to supply in accordance with these Terms and Conditions;
“Month”	means a calendar month;
“Sales Order”	means the Sales Order supplied by THE WELLNESS TREE;
“Services”	means the Services to be provided to the Customer as set out in the Sales Order.

- 4.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 4.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 4.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 4.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions;
 - 4.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions
 - 1.1.1 a “Party” or the “Parties” refer to the parties to these Terms and Conditions and if there is more than one, then each will be jointly and severally liable for the other. Any party that signs the Sales Order is deemed to be an authorised representative of the person or company whose details are set out in the Sales Order.
- 4.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 4.4 Words imparting the singular number shall include the plural and vice versa.
- 4.5 References to any gender shall include the other gender.

5. **Basis of Sale and Service**

- 5.1 THE WELLNESS TREE’s employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by THE WELLNESS TREE in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 5.2 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and THE WELLNESS TREE.
- 5.3 Sales literature, price lists and other documents issued by THE WELLNESS TREE and their websites, in relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods and Services shall be binding on THE WELLNESS TREE unless THE WELLNESS TREE has issued a Sales Order and the Customer has accepted the Sales Order by

whichever is the earlier of:

- 5.3.1 the Customer accepting the Sales Order using a virtual signing process;
 - 5.3.2 THE WELLNESS TREE's written acceptance;
 - 5.3.3 delivery of the Goods;
 - 5.3.4 provision of the Services; or
 - 5.3.5 THE WELLNESS TREE's invoice.
- 5.4 Regardless of when the Sales Order is accepted under Clause 5.3, these terms will apply to the duration of the relationship.
- 5.5 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by THE WELLNESS TREE shall be subject to correction without any liability on the part of THE WELLNESS TREE.

6. **The Goods**

- 6.1 The specification for the Goods shall be that set out in THE WELLNESS TREE's sales documentation unless varied expressly in the Customer's Sales Order.
- 6.2 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists, other documents issued by THE WELLNESS TREE or on THE WELLNESS TREE's website are intended as a guide only and shall not be binding on THE WELLNESS TREE.
- 6.3 THE WELLNESS TREE reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Customer's specification, which do not materially affect their quality or performance.
- 6.4 No Sales Order which has been accepted by THE WELLNESS TREE may be cancelled by the Customer except with the agreement in writing of THE WELLNESS TREE on the terms that the Customer shall indemnify THE WELLNESS TREE in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by THE WELLNESS TREE as a result of such cancellation.

7. **The Services**

- 7.1 With effect from the Commencement Date THE WELLNESS TREE shall, in consideration of the price being paid in accordance with Clauses 9 and 10 provide the Services expressly identified in the Sales Order.
- 7.2 THE WELLNESS TREE will use reasonable care and skill to perform the Services identified in the Sales Order.
- 7.3 THE WELLNESS TREE shall use reasonable endeavours to complete its obligations under the Contract, but time will not be of the essence in the performance of such obligations.

8. **Permission to resale**

- 8.1 The Customer is not permitted to resell the Goods, unless otherwise agreed in writing by THE WELLNESS TREE.
- 8.2 If permission is given by THE WELLNESS TREE Clause 16 will not apply and instead THE WELLNESS TREE will not be liable for any loss or damage suffered by any person to whom the Customer resells the Goods. The Customer will ensure that THE WELLNESS TREE'S liability is excluded in the terms and

conditions it has with its customers and will indemnify THE WELLNESS TREE accordingly for any failure to do so.

9. **Price**

- 9.1 The price of the Goods and Services shall be the price listed in THE WELLNESS TREE's Sales Order or such other price as may be agreed in writing by THE WELLNESS TREE.
- 9.2 Where THE WELLNESS TREE has quoted a price for Goods the price quoted shall be valid for 15 days only or such other time as THE WELLNESS TREE may specify or agree.
- 9.3 THE WELLNESS TREE reserves the right, by giving written notice to the Customer at any time before delivery or provision, to increase the price of the Goods and/or Services to reflect any increase in the cost to THE WELLNESS TREE which is due to any factor beyond the control of THE WELLNESS TREE (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture or transportation), any change in delivery dates, quantities or specifications for the Goods and Services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give THE WELLNESS TREE adequate information or instructions.
- 9.4 Prices are exclusive of THE WELLNESS TREE's charges for packaging and transport, the cost of which will be confirmed to the Customer separately. Provision of the Goods or Services is subject to the Customer agreeing to pay these costs.
- 9.5 The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Customer shall be additionally liable to pay to THE WELLNESS TREE.

10. **Payment**

- 10.1 Subject to any special terms agreed in writing between the Customer and THE WELLNESS TREE, THE WELLNESS TREE shall invoice the Customer for the price of the Goods and Services.
- 10.2 The Customer shall pay the price of the Goods without deduction, credit or set off) within the number of Business Days offset out in THE WELLNESS TREE's invoice.
- 10.3 THE WELLNESS TREE does not provide credit facilities. However it has an arrangement with third party credit providers and can introduce its Customer to those providers, in which case, the terms and conditions of that arrangement will be covered by the documentation entered into between the Customer and those third party credit providers. THE WELLNESS TREE is registered with the Financial Conduct Authority to provide this service but is not liable for the credit facilities provided to the Customer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 10.4 All payments shall be made to THE WELLNESS TREE as indicated on the invoice issued by THE WELLNESS TREE.
- 10.5 THE WELLNESS TREE is not obliged to accept orders from any customer or buyer who has not supplied THE WELLNESS TREE with references or any other information required by THE WELLNESS TREE.

11. **Delivery and Performance**

- 11.1 Delivery of the Goods shall be made by THE WELLNESS TREE delivering the Goods to the place in the United Kingdom specified in the Sales Order or as otherwise agreed between THE WELLNESS TREE and the Customer.
- 11.2 The Delivery Date is approximate only and time for delivery shall not be of the essence. The Goods may be delivered by THE WELLNESS TREE in advance of the Delivery Date upon giving reasonable notice to the Customer. THE WELLNESS TREE shall have no liability in respect of late delivery.
- 11.3 If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, THE WELLNESS TREE shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Goods and then risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to THE WELLNESS TREE all costs and expenses including transportation, storage and insurance charges arising from such failure.
- 11.4 With effect from the Commencement Date THE WELLNESS TREE shall, in consideration of the price being paid in accordance with these Terms and Conditions and the Sales Order provide the Services expressly identified in the Sales Order.

12. **Risk and Retention of Title**

- 12.1 Risk of damage to or loss of the Goods shall pass to the Customer at:
 - 12.1.1 in the case of Goods to be delivered at THE WELLNESS TREE's premises, the time when THE WELLNESS TREE notifies the Customer that the Goods are available for collection;
 - 12.1.2 in the case of Goods to be delivered otherwise than at THE WELLNESS TREE's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the THE WELLNESS TREE has attempted delivery of the Goods; or
 - 12.1.3 in the case of Goods being installed by THE WELLNESS TREE, the time that THE WELLNESS TREE notifies the Customer that the installation is complete.
- 12.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title to the Goods shall not pass to the Customer until THE WELLNESS TREE has received in cash or cleared funds payment in full of the price of the Goods.
- 12.3 Until payment has been made to THE WELLNESS TREE in accordance with these Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for THE WELLNESS TREE and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by THE WELLNESS TREE and shall insure the Goods against all reasonable risks.
- 12.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of THE WELLNESS TREE, but if the Customer does so all money owing by the Customer to THE WELLNESS TREE shall (without prejudice to any other right or remedy of THE WELLNESS TREE) forthwith become due and payable.
- 12.5 THE WELLNESS TREE reserves the right to repossess any Goods in which

THE WELLNESS TREE retains title without notice. The Customer irrevocably authorises THE WELLNESS TREE to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which THE WELLNESS TREE retains title and inspecting the Goods to ensure compliance with the storage and identification requirements these Terms and Conditions.

- 12.6 The Customer's right to possession of the Goods in which THE WELLNESS TREE maintains legal and beneficial title shall terminate if:

12.6.1 the Customer commits or permits any material breach of their obligations under these Terms and Conditions;

12.6.2 the Customer ceases, or threatens to cease to carry on business;

12.6.3 the Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with their creditors;

12.6.4 the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

12.6.5 the Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

13. **Assignment**

13.1 THE WELLNESS TREE may assign the Contract or any part of it to any person, firm or company without the prior consent of the Customer.

13.2 Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of THE WELLNESS TREE.

14. **Defective Goods**

14.1 If on delivery any of the Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery the Customer gives written notice of such defect to the THE WELLNESS TREE within 5 Business Days of such delivery, THE WELLNESS TREE shall at its option:

14.1.1 replace the defective Goods within a reasonable period of time of receiving the Customer's notice; or

14.1.2 refund to the Customer the price for those Goods (or parts thereof, as appropriate) which are defective;

14.1.3 but THE WELLNESS TREE shall have no further liability to the Customer in respect thereof and the Customer may not reject the Goods if delivery is not refused or notice given by the Customer as set out above.

- 14.2 No Goods may be returned to THE WELLNESS TREE without the prior agreement in writing of THE WELLNESS TREE. Subject thereto any Goods returned which THE WELLNESS TREE is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at THE WELLNESS TREE's sole discretion THE WELLNESS TREE shall refund or credit to the Customer the price of such defective Goods but THE WELLNESS TREE shall have no further liability to the Customer.
- 14.3 THE WELLNESS TREE shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow THE WELLNESS TREE's instructions (whether given orally or in writing), misuse or alteration of the Goods without THE WELLNESS TREE's prior approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.
- 14.4 Goods, other than defective Goods returned under this Clause 14, returned by the Customer and accepted by THE WELLNESS TREE may be credited to the Customer at THE WELLNESS TREE's sole discretion and without any obligation on the part of THE WELLNESS TREE.
- 14.5 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 14.6 The Customer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Customer is carried out in accordance with directions given by THE WELLNESS TREE or any competent governmental or regulatory authority and the Customer will indemnify THE WELLNESS TREE against any liability loss or damage which THE WELLNESS TREE might suffer as a result of the Customer's failure to comply with this condition.

15. **Customer's Default**

- 15.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to THE WELLNESS TREE, THE WELLNESS TREE shall be entitled to:
 - 15.1.1 cancel the order or suspend any further deliveries or provision of Goods and Services to the Customer;
 - 15.1.2 appropriate any payment made by the Customer to such of the Goods and/or Services (or the goods and/or services supplied under any other contract between the Customer and the THE WELLNESS TREE) as THE WELLNESS TREE may think fit (notwithstanding any purported appropriation by the Customer); and
 - 15.1.3 charge the Customer a late payment fee of £100 plus interest (both before and after any judgement) on the amount unpaid, at the rate of 6% per annum above Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 15.2 This condition applies if:
 - 15.2.1 the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;

- 15.2.2 the Customer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;
 - 15.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer;
 - 15.2.4 the Customer ceases, or threatens to cease, to carry on business; or
 - 15.2.5 THE WELLNESS TREE reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 15.3 If sub-Clause 15.2 applies then, without prejudice to any other right or remedy available to THE WELLNESS TREE, THE WELLNESS TREE shall be entitled to cancel the Contract or suspend any further deliveries under the Contract or suspend the provision of the Services, without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

16. **Liability**

- 16.1 THE WELLNESS TREE will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of the Contract (or these Terms and Conditions), be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the THE WELLNESS TREE's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services.
- 16.2 THE WELLNESS TREE will not be liable for any personal injury or damage to property which results from the Customer's improper use of the Goods.
- 16.3 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 16.4 The Customer shall indemnify THE WELLNESS TREE against all damages, costs, claims and expenses suffered by THE WELLNESS TREE, arising from loss or damage to any equipment (including that of third parties) caused by the Customer, its agents or employees.
- 16.5 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.
- 16.6 THE WELLNESS TREE shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of THE WELLNESS TREE's obligations if the delay or failure was due to any cause beyond THE WELLNESS TREE's reasonable control.
- 16.7 Nothing in these Terms and Conditions excludes or limits the liability of THE WELLNESS TREE:
 - 16.7.1 for death or personal injury caused by THE WELLNESS TREE's negligence;

16.7.2 for any matter which it would be illegal for THE WELLNESS TREE to exclude or attempt to exclude its liability; or

16.7.3 for fraud or fraudulent misrepresentation.

16.8 Subject to the remaining provisions of this Clause 16:

16.8.1 THE WELLNESS TREE's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price; and

16.8.2 THE WELLNESS TREE shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

17. Confidentiality

17.1 Each Party undertakes that, except as provided by sub-Clause 17.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and for 3 years after its termination:

17.1.1 keep confidential all Confidential Information;

17.1.2 not disclose any Confidential Information to any other person;

17.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions and the Contract;

17.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

17.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 17.1.1 to 17.1.4 above.

17.2 Either Party may:

17.2.1 disclose any Confidential Information to:

17.2.1.1 any sub-contractor or THE WELLNESS TREE of that Party;

17.2.1.2 any governmental or other authority or regulatory body; or

17.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by these Terms and Conditions and the Contract, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 17.2.1.2 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 17, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

17.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Contract, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part

of that Confidential Information which is not public knowledge.

- 17.3 The provisions of this Clause 17 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

18. **Communications**

- 18.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 18.2 Notices shall be deemed to have been duly given:
- 18.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
 - 18.2.2 when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or
 - 18.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 18.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- 18.3 All notices under this Contract shall be addressed to the most recent address or e-mail address notified to the other Party.

19. **Force Majeure**

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, pandemics, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question. This Clause does not relate to payment terms for Goods or Services that have already been delivered.

20. **Waiver**

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

21. **Severance**

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

22. **Third Party Rights**

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

23. **Law and Jurisdiction**

- 23.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

- 23.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.