

INTRODUCTION:

These Terms govern the conduct of the "conditional" auction, also known as the "modern method" of auction, operated by First for Auctions (a trading name of The Romans Group (UK) Limited) (as 'Auctioneers').

All properties sold by online auction using our website which are expressed to be a "conditional" auction are governed by these Terms.

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation shall apply to the Terms:-

"Auction"	means the conditional auction for each Property advertised in the Catalogue which will take place on the Website.
"Auction Account"	means a Member's profile and registration on the Website through which a Member agrees to be bound by and act in accordance with these Terms and which has been approved by us.
"Auction Start Time"	means the start time of the Auction on the Website.
"Auction Window"	means the duration of the Auction, being the Initial Window (taking into account the 30 Second Rule) as detailed in clause 6.
"Auctioneers", "we", "us", and "our".	means First for Auctions (a trading name of The Romans Group (UK) Limited), (a company incorporated in England and Wales with company registration number 2161874) whose registered office is at Building 1, Meadows Business Park, Blackwater, Camberley GU17 9AB.
"Bid"	means the bid submitted by a Bidder in respect of a Property via the Website.
"Bidder"	means the Member making a Bid(s).
"Business Day"	means any day except (a) a Saturday or a Sunday; or (b) a bank holiday in England and Wales.
"Buyer"	means the person who has made the highest valid Bid once the Auction has finished (taking into account the application of the 30 Second Rule) or, if applicable that person's personal representatives. If two or more are jointly the Buyer their obligations can be enforced against them jointly or against each of them separately.
"Buyer Information Pack"	means the pack of documents relating to a Property which is advertised on the Website for Auction and to which only a Member shall have access.
"Catalogue"	means the online sales particulars, text, hypertext links and associated imagery present upon the Website which shall be the Catalogue to which these Terms refer including any supplement to it.
"Contract"	means the contract by which the Seller agrees to sell and the Buyer agrees to buy the Property.
"Exclusivity Period"	means a period of 56 days, from the date the Reservation Deposit is received by the Auctioneer, during which the Buyer and Seller under the Reservation Terms will endeavour to exchange Contracts for the Transaction.
"Initial Window"	means the initial duration of the Auction excluding the 30 Second Rule.
"Intellectual Property Rights"	means patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Member"	means a person who completes an Auction Account registration enabling them to participate in the Auction and to Bid for a Property.
"Payment Processor"	means a third party online payment processor who we may appoint from time to time to collect, process and remit any payments required under these Terms.
"Price"	means the winning Bid submitted by the Buyer.
"Property"	means each separate property listed on the Website that the Seller has agreed to sell by Auction and which the Buyer submits a Bid for.

"Reservation Deposit"	means the fee paid by the Buyer to the Auctioneer to reserve the Property for purchase as detailed in the Reservation Terms.
"Reservation Terms"	means the set of terms and conditions which the Buyer agrees to be bound by on submitting a Bid which reserves the Property exclusively to the Buyer for purchase for a specified period of time.
"Seller"	means the person selling the Property. If two or more are jointly the Seller their obligations can be enforced against them jointly or against each of them separately.
"Technical Services Provider"	means a third party provider of technical services such as web-hosting, transaction facilitation and support and maintenance who we may appoint from time to time to host and support the operation of the Website.
"Transaction"	means the sale of the Property.
"Transaction Documents"	means the draft Contract and all title documentation and information to deduce title in accordance with the draft Contract;
"Website"	means our online Auction website accessible at www.firstforauctions.co.uk and any other website and/or application through which we may provide the opportunity to participate in an Auction from time to time.
"You (and your)"	means the Member who registers to use the Website and/or places a Bid in an Auction and includes the Buyer.
"30 Second Rule"	means the rule which stipulates that any person who makes a Bid within the last 30 seconds of the end of the Initial Window will instigate the automatic extension of the Initial Window by an additional 30 seconds and so on for any such subsequent Bids until a winning Bid is achieved.

- 1.2 Singular words can be read as plurals, and plurals as singular words.
- 1.3 A 'person' includes a corporate body.
- 1.4 Words of one gender include the other genders.
- 1.5 References to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2. SCOPE AND APPLICATION

- 2.1 These Terms set out the provisions governing your access to the Website and for participation in an Auction.
- 2.2 By proceeding to access the Website you accept these Terms.
- 2.3 These Terms must be read in conjunction with the Reservation Terms. Where there is any conflict or inconsistency between these Terms and the Reservation Terms, the relevant provisions of the Reservation Terms shall prevail.

3. THE WEBSITE

- 3.1 The Website is made available free of charge.
- 3.2 We do not guarantee that the Website, or any content on it, will be free from errors or omissions.
- 3.3 We do not guarantee that the Website, or any content on it, will always be available or that access will be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period.
- 3.4 You are responsible for making all arrangements necessary for you to have access to the Website including, without limitation, ensuring that you have working hardware and sufficient internet connection.
- 3.5 You are responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and that they comply with them.
- 3.6 We do not guarantee that content available on or through the Website is appropriate or available in locations other than the United Kingdom. We may limit the availability of the Website or any service described on the Website to any person or geographic area at any time. If you choose to access the Website from outside the United Kingdom, you do so at your own risk.

4. YOUR AUCTION ACCOUNT

- 4.1 You warrant and represent that all information and documents you provide during the Auction Account registration process or at any time via the Website or otherwise in relation to an Auction is up-to-date, complete, truthful, accurate and not misleading.
- 4.2 In order to comply with our 'know your client' requirements and obligations under applicable anti-money laundering regulations (and any related, applicable legislation, rules or regulations), we may restrict Members from registering more than one Auction Account without our express authority.
- 4.3 You must register for an Auction Account to be able to Bid in an Auction.
- 4.4 In order to Bid in an Auction we will ask you to provide to us and/or our Payment Processor certain information and documentation which may include, without limitation:
 - 4.4.1 Proof of your identity;
 - 4.4.2 Proof of your address;
 - 4.4.3 Your solicitor's details; and
 - 4.4.4 Your bank details.

- 4.5 Pursuant to the requirements in clause 4.4 you may be required to upload securely to the Website the following documents, including, without limitation:
- 4.5.1 A copy of a valid and current form of photo identification (for example, a passport or driving licence);
 - 4.5.2 Proof of address (for example, a bank statement or utility bill (which, in each case, must be dated within the last three (3) months)); and
 - 4.5.3 Where applicable, certain further information and documentation relating to a representative appointed by you.
- 4.6 Where you are acting as agent for a proposed nominee Buyer, and the person or entity details of such proposed Buyer are known prior to the Auction, we may require you to provide relevant identification and verification information and supporting documents in respect of that person. Where the precise identity of such proposed nominee Buyer is not known prior to the Auction (for example in the event that a nominee Buyer is a special purpose vehicle to be incorporated at a later date), and you are the winning Bidder, you will be required to submit relevant identification and verification information and documentation within one Business Day of the close of the Auction.
- 4.7 We will review your application to register an Auction Account and we will notify you when your application has been successful or in the event we refuse your application.
- 4.8 You must keep your Auction Account username, password and any other information used for our security procedures confidential.
- 4.9 We have the right (in our absolute discretion) to disable any username or password, whether chosen by you or allocated by us, or to suspend or terminate your Auction Account, at any time, if in our reasonable opinion you have failed to comply with any of these Terms.

5. PRE-AUCTION ENQUIRIES AND DUE DILIGENCE

- 5.1 Before Bidding for a Property it is your sole responsibility to:
- 5.1.1 take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
 - 5.1.2 read and understand these Terms and the Reservation Terms;
 - 5.1.3 inspect the Buyer Information Pack for the relevant Property;
 - 5.1.4 have finance available for the deposit and Purchase Price;
 - 5.1.5 carry out usual searches and make usual enquiries;
 - 5.1.6 check the content of all available leases and other documents relating to the Property;
 - 5.1.7 check the Website for any amendments or notifications issued in relation to the Property;
 - 5.1.8 view and inspect the Property;
 - 5.1.9 check whether VAT registration and election is advisable.
- 5.2 If you choose to Bid for a Property without taking the normal precautions listed in clause 5.1 you do so at your own risk.
- 5.3 We have taken reasonable care to describe each Property in the Catalogue. The description of a Property is based on information supplied by or on behalf of the Seller. You need to satisfy yourself that the information is correct.
- 5.4 The description of a Property and the Buyer Information Pack may change prior to the Auction and it is your responsibility to check that you have the correct versions.
- 5.5 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

6. CONDUCT OF THE AUCTION

- 6.1 We will perform our obligations under these Terms with reasonable care and skill.
- 6.2 We act as agent for each Seller under whose authority we may:
- 6.2.1 prepare the Catalogue based on information provided by the Seller; and
 - 6.2.2 offer each Property for sale by way of Auction.
- 6.3 In the event of a failure of internet connectivity, hardware, servers or software or any other issue affecting our ability to run the Auction and/or the Website or your ability to access the Website and, where applicable, make Bids and/or to send or receive notifications, we reserve the right to suspend or cancel an Auction. Wherever possible, and subject to instructions from the Seller, we shall use our reasonable endeavours to re-list or re-start any affected Auction.
- 6.4 For each Property we will display on the Website:
- 6.4.1 The planned Auction Start Time;
 - 6.4.2 The Initial Window; and
 - 6.4.3 Any extension of the Initial Window through application of the 30 Second Rule.
- 6.5 Each Auction shall commence at the Auction Start Time.
- 6.6 All Bids are to be made in pounds sterling exclusive of any applicable VAT.
- 6.7 Unless stated otherwise each Property is subject to a reserve price (which may be fixed just before the Property is offered for sale). If no Bid equals or exceeds that reserve price that Property will be withdrawn from the Auction.
- 6.8 Where there is a reserve price the Seller may Bid (or ask us or another agent to bid on the Seller's behalf) up to the reserve price but may not make a Bid equal to or exceeding the reserve price. You accept that it is possible that all Bids up to the reserve price are Bids made by or on behalf of the Seller.
- 6.9 Where a guide price (or range of prices) is given, that guide is the minimum price at which, or range of prices within which, the Seller might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above within 10% any reserve price, but not always – as the Seller may fix the final reserve price just before bidding commences.
- 6.10 Once an Auction commences, a clock will be displayed on the applicable Catalogue page showing the time remaining

- until the end of the Auction (in hours, minutes and seconds, as applicable). The clock will count down until the end of the Auction.
- 6.11 The 30 Second Rule shall operate as necessary during the Auction.
- 6.12 Where no valid Bids have been received (either at all or which are not in excess of the reserve price) by the end of the Initial Window, we may extend the Auction Window by a further period in our absolute discretion, subject to instructions from the Seller.
- 6.13 Once you are registered to Bid for a particular Property, you may submit a Bid or Bids by either:
- 6.13.1 Clicking on the "place Bid" button on the relevant Catalogue page for the Property for which you are authorised to Bid; or
 - 6.13.2 Submitting a starting Bid and maximum Bid amount.
- 6.14 Once your Bid has been lodged it cannot be withdrawn.
- 6.15 The applicable Bidding increments shall be set out on the applicable Catalogue.
- 6.16 The highest Bid which meets or exceeds the reserve price shall be deemed the winning Bid.
- 6.17 If two or more Bidders attempt to lodge identical Bids, the first Bid that we receive and acknowledge to the Bidder will take precedence.
- 6.18 If you have placed a Bid on a Property or you are watching the Catalogue, you will be notified of the outcome of the Auction when the Auction has ended.
- 6.19 Our decision on the conduct of the Auction is final.
- 6.20 We may cancel the Auction, or change the way in which a Property is offered for sale. We may also combine or divide Properties. A Property may be sold or withdrawn from sale prior to the Auction.
- 6.21 We may refuse to accept a Bid. We do not have to explain why.
- 6.22 If there is a dispute over Bidding we are entitled to resolve it, and our decision is final.

7. EXCLUSIVITY PERIOD

- 7.1 Where you are the winning Bidder in an Auction for a Property you must immediately pay to us the Reservation Deposit in order to benefit from the Exclusivity Period.
- 7.2 On payment of the Reservation Deposit, the Property will be reserved exclusively for purchase by you at the Price.
- 7.3 The Reservation Deposit is non-refundable except in circumstances where you are ready, willing and able to exchange Contracts for the purchase of the Property and the Seller withdraws the Property from the market. In this event, the Reservation Deposit will be refunded to you and the Seller will be liable to pay the Reservation Deposit to us.
- 7.4 If you fail to comply with these Terms and/or the Reservation Terms in any way, we may as agent for the Seller treat your failure as an unlawful withdrawal of your Bid and offer the Property for sale again. The Seller may then have a claim against you for breach of contract.
- 7.5 Until we have received payment in cleared funds of the Reservation Deposit then we are not obliged to reserve the Property and the Seller shall not be bound by the obligations contained within the Reservation Terms.
- 7.6 You are personally liable for compliance with the obligations of the Buyer set out in under the Reservation Terms even if you are acting as an agent for the Buyer.
- 7.7 Where the Buyer is a company, you warrant that the Buyer is properly constituted and able to buy the Property.
- 7.8 During the Exclusivity Period the Seller agrees:
- 7.8.1 to instruct the Seller's Solicitors:
 - (a) to send the Transaction Documents to your solicitors as soon as is reasonably practicable; and
 - (b) to answer promptly all reasonable enquiries raised by your solicitors relating to the Property or the Transaction, to respond promptly to any amendments to the draft Contract proposed by your solicitors and do all other work required to enable the exchange of Contracts within the Exclusivity Period;
 - (c) to supply the Seller's Solicitors with all documentation, information and authority to enable the Seller's Solicitors to draft and negotiate the Contract;
 - 7.8.2 not to encumber or deal with the title to the Property;
 - 7.8.3 not to send, instruct, or allow anyone else to send any Contract for sale of the Property to anyone other than your solicitors;
 - 7.8.4 to give such access to the Property as may be reasonably required by any surveyor or valuer appointed by you;
 - 7.8.5 not to give access to any other person to view the Property;
 - 7.8.6 not to enter into a negotiation with a third party for the sale of the Property;
 - 7.8.7 to use all reasonable endeavours to exchange Contracts within the Exclusivity Period; and
 - 7.8.8 to supply all documentation, information and authority to enable the Seller's solicitors to draft and negotiate the Contract and do all work necessary to enable the exchange of Contracts within the Exclusivity Period.
- 7.9 In consideration of the Seller undertaking the obligations set out in clause 7, you undertake as soon as is reasonably practicable to instruct your solicitors to investigate title to the Property, negotiate the draft Contract, raise enquiries of the Seller and any third parties about the Property and do any other work necessary to enable the exchange of Contracts within the Exclusivity Period.

7.10 You agree:

- 7.10.1 to use all reasonable endeavours to proceed to a formal exchange of the Contract by the end of the Exclusivity Period;
- 7.10.2 that if you intend to use a loan in connection with the purchase of the Property, you shall apply to the relevant lender and complete all necessary documentation and do all such things as such lender may require to process your application as soon as possible including the payment of any application fees;
- 7.10.3 that if you or your mortgagee or lender require that the Property is surveyed and/or valued, you will use all reasonable endeavours to arrange for the survey and/or valuation to take place at the Property as soon as reasonably practicable including the payment of any valuation fee;
- 7.10.4 to keep us and the Seller's Solicitors advised of progress with the application for the loan;
- 7.10.5 within 5 Business Days of receiving the draft Contract from the Seller's Solicitor's, to ensure that your solicitor has raised in writing with the Seller's Solicitors initial enquiries in relation to the draft Contract; and
- 7.10.6 to use all reasonable endeavours to complete the Transaction within 14 days of the expiry date of the Exclusivity Period; and
- 7.10.7 the completion date shall be specified in the Contract but shall be a date no later than 14 days from the expiry date of the Exclusivity Period.

7.11 If on the expiry of the Exclusivity Period, the exchange of Contracts has not taken place, the Seller has the absolute right to re-offer the Property for sale and shall be released from its obligations to you under the Reservation Terms.

7.12 The Seller may (but shall not be obliged to) grant you an extension of the Exclusivity Period stated in the Reservation Terms. Any such extension shall be confirmed and agreed in writing between you and the Seller.

7.13 The Seller may terminate the reservation of the Property by written notice to you if you are in breach of your obligations set out in this clause 7. In this event, you must reimburse the Seller all costs, fees, commissions and expenses incurred by the Seller in connection with the Transaction, together with any irrecoverable VAT incurred on them.

8. LIMITATION OF LIABILITY

8.1 Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

8.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

8.3 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

8.3.1 Use of, or inability to use, the Website; or

8.3.2 Use of or reliance on any content displayed on the Website.

8.4 Subject to clause 8.1, we will not be liable for any loss of profits, loss of sales, loss of business, loss of revenue, business interruption, loss of anticipated savings, loss of business opportunity, loss of goodwill, damage to reputation or any indirect or consequential loss or damage.

8.5 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any content on it, or on any website linked to it.

8.6 We assume no responsibility for the content of websites linked on the Website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

8.7 Except for our liability under clause 8.1, our total liability to you whether as a Member, Bidder, represented person or person accessing the Website with our consent, in respect of all other losses not excluded by clauses 8.2 to 8.5 inclusive arising under or in connection with these Terms and the use of the Website, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £1,000,000.00 (one million pounds sterling).

9. INTELLECTUAL PROPERTY

9.1 We are the licensee of all Intellectual Property Rights in the Website.

9.2 We are the owner, or in some circumstances, may be the licensee of the Intellectual Property Rights in the material published on the Website. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

9.3 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.

9.4 Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged in any material you reproduce.

9.5 You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.

9.6 If you print off, copy or download any part of the Website in breach of these Terms, your right to use the Website will cease immediately and you must, upon our request, return or destroy any copies of the materials you have made.

10. UPLOADING CONTENT TO THE WEBSITE

- 10.1 Whenever you make use of a feature that allows you to upload content to the Website, you must comply with Essential Information Group's (EIG) Privacy Policy (available at <https://www.eigpropertyauctions.co.uk/legal/privacy-policy>). If we believe such content does not comply with this policy we have the right to remove the content.
- 10.2 You warrant that any such content complies with our policies, and you will be liable to us and indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to all interest, penalties, legal costs and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach of that warranty.
- 10.3 Except for identification, verification information and documentation provided to us, any content you upload to the Website will be considered non-confidential and non-proprietary.
- 10.4 You retain all of your ownership rights in your content, but you are required to grant us and other users of the Website a limited licence to use, store and copy that content and to distribute and make it available to third parties including, without limitation, the relevant Payment Processor and/or the Technical Services Provider.
- 10.5 We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Website constitutes a violation of their intellectual property and/or privacy rights.
- 10.6 We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the Website.
- 10.7 You are solely responsible for securing and backing up your content and making a record of any communication or notification from or to us in relation to the Website.

11. VIRUSES

- 11.1 We do not guarantee that the Website will be secure or free from bugs or viruses.
- 11.2 You are responsible for configuring your information technology, computer programmes and systems in order to access the Website and send and receive communications or notifications in relation to the Website. You should use your own virus protection software.
- 11.3 You must not misuse the Website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website.
- 11.4 You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990.
- 11.5 We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

12. LINKING TO THE WEBSITE

- 12.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 12.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 12.3 You must not establish a link to the Website on any website that is not owned by you.
- 12.4 The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page.
- 12.5 We reserve the right to withdraw linking permission without notice.
- 12.6 The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy (available at <https://www.eigpropertyauctions.co.uk/legal/privacy-policy>)

13. DATA PROTECTION

- 13.1 In order to access the Website you need to provide us with personal data as part of the Auction Account Registration process. We will process and retain your personal data in accordance with our Privacy Policy which is available at <https://www.firstforauctions.co.uk/Privacy-Policies>.

14. ANTI-MONEY LAUNDERING

- 14.1 We are under stringent requirements to identify persons with whom we interact and accepts funds from for the purposes of applicable anti-money laundering legislation.
- 14.2 We reserve the right (in our absolute discretion) to make further due diligence enquiries and to seek further verification and/or implement further controls and monitoring systems with respect to Auction Account registrations or attempted registrations.
- 14.3 If satisfactory evidence of your identity (or, where applicable, the identity of any other person involved in an Auction, including, without limitation, a represented person or a nominee Buyer) is not provided within a reasonable time, there may be circumstances in which we are not able to proceed with the required services via the Website or otherwise.
- 14.4 Our work is regulated by the Proceeds of Crime Act 2002 and we are required to report all knowledge or suspicion (or reasonable grounds for knowledge or suspicion) that a criminal offence giving rise to any direct or indirect benefit from criminal conduct has been committed. Failure to report such knowledge or suspicion would be a criminal offence. This duty to report exists regardless of whether the suspected offence has been, or is about to be, committed by a client or by a third party.
- 14.5 If as part of our normal work we obtain knowledge or suspicion (or reasonable grounds for knowledge or suspicion) that such offences have been committed we are required to make a report to the National Crime Agency. We shall not in any circumstances discuss the existence or otherwise of any reports with you or with anyone else.

15. GENERAL

- 15.1 We may revise these Terms at any time. Please check our website from time to time to take notice of any changes we make, as they are binding on you.
- 15.2 Unless it expressly states otherwise, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this set of Terms.
- 15.3 These Terms, their subject-matter and the formation of any agreement made under them (and any non-contractual disputes or claims) are governed by English law. Any dispute arising under these Terms (and any non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.