

Hospitality Terms and Conditions 2021/22 Season

These terms and conditions (“Conditions”) and any documents referred to in these Conditions apply to all Bookings for Hospitality Packages with Southampton Football Club Limited (“SFC”). By making a Booking with SFC for a Hospitality Package, the Client acknowledges and agrees that it will be bound by these Conditions.

1. Definitions and Interpretation

1.1 In these Conditions, the following terms will have the following meanings:

“**Agreement**” means these Conditions, the Booking Contract, the Ticket Terms and Conditions, the Ground Regulations and any other documents referred to herein;

“**Booking**” means the Client’s order for a Hospitality Package with SFC;

“**Booking Contract**” means the letter or email from SFC to the Client setting out the Client’s Booking;

“**Client**” means the person or company named in the Booking Contract;

“**Ground**” means St Mary’s Stadium, Britannia Road, Southampton, Hampshire SO14 5FP and all locations owned, occupied or utilised by SFC;

“**Ground Regulations**” means SFC’s ground regulations as issued by SFC from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground, copies available at: www.southamptonfc.com or available upon request;

“**Guest**” means a person who has been granted use of a Ticket by the Client;

“**Hospitality Package**” means the hospitality package for the Match(es) set out in the Booking Contract comprising either a Seasonal Hospitality Package or a Matchday Hospitality Package;

“**Hospitality Package Price**” means the total price for the Hospitality Package as set out in the Booking Contract, excluding VAT;

“**Hospitality Suite**” means the hospitality lounge, bar or executive box at the Ground as set out in the Booking Contract or as amended from time to time.

1.2 In these Conditions: references to a “party” will mean either SFC or the Client as the context requires and “parties” will mean both of them; and the word “including” will be construed without limitation unless inconsistent with the context.

2. The Agreement

2.1 The Agreement is made between SFC and the Client.

2.2 The Agreement is effective from the date that both the fully signed copy of the Booking Contract and either the first instalment or the full amount of the Hospitality Package Price (in accordance with the Booking Contract) is received from the Client and, unless terminated earlier in accordance with the Conditions, the Agreement shall expire at the end of the Season. Please note that Hospitality Packages are subject to

“**Match/Matchday**” means a Premier League football match, League Cup match, FA Cup match, UEFA Champions League match, UEFA Europa League match, Youth Team match or any friendly match in which SFC participates and that takes place at the Ground during the 2021/2022 Season as specified in the Booking Contract and/or as set out on the Ticket to which these Conditions apply;

“**Season**” means the 2021/2022 Premier League Season;

“**Seasonal Hospitality Package**” means a package for hospitality in a Hospitality Suite for the Season for 19 home Premier League Matches only played by SFC;

“**Seasoncard**” means the plastic card embedded with a chip which uses radio frequency technology to grant the holder access to the Ground for the Seasonal Hospitality Package. The Seasoncard will remain the property of SFC and SFC reserves the right to retain the Seasoncard at any time;

“**Terms and conditions of entry**” Each of the rules and regulations of FIFA, UEFA, The Football Association, The Premier League and The Football League; the Ground Regulations; and the Conditions;

“**Ticket**” A printed barcoded paper ticket or any other form of ticket (including Seasoncards) which will grant access to the Ground.

“**Ticket Terms and Conditions**” means SFC’s ticket terms and conditions, a copy available at: www.southamptonfc.com; and

“**Visiting Club**” – The football club playing against SFC.



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availability and Bookings cannot be confirmed until both the signed Booking Contract and the correct payment (in accordance with the Booking Contract) has been received by SFC.

- 2.3 By making a Booking, the Client will be deemed to have accepted these Conditions. These Conditions will prevail over any other terms and conditions (including any terms and conditions that the Client may seek to impose on SFC). If there is any inconsistency between these Conditions and any other of SFC's rules, terms and conditions or regulations, the provisions of these Conditions will prevail.
- 2.4 The Client must ensure that all information set out in the Booking Contract is full and accurate in all respects and must immediately notify SFC of any errors or omissions.
- 2.5 The Agreement applies to the Hospitality Package as set out in more detail within the Booking Contract. The use of the Hospitality Package on non-match days is excluded, except where written permission is granted by SFC (and such permission may be subject to an additional charge). For the avoidance of doubt, the Hospitality Package will not include non-Matchday, or non-SFC events such as concerts or other sporting events.

3. Prices and Payment Terms

Seasonal Hospitality Packages:

- 3.1 Where the Hospitality Package is a Seasonal Hospitality Package, payment of the Hospitality Package Price must be made in accordance with the terms of the Booking Contract.
- 3.2 **In the event of any failure to pay the Hospitality Package Price or any agreed instalments in accordance with the terms of the Booking Contract, SFC will be entitled to:**
 - (i) suspend the Client's use of the Seasonal Hospitality Package until such payment is received in full and make the Seasonal Hospitality Package available to other persons during the period of suspension. For the avoidance of doubt, SFC shall not be liable to the Client in the event that SFC resells the Hospitality Package for a specific match and the Client subsequently settles the outstanding amount in advance of that match. In such instances SFC shall make reasonable endeavours to accommodate the Client but the Client acknowledges and accepts that any inability to make use of the Seasonal Hospitality Package in such circumstances is the result of the Client's breach of this Agreement and no sums or other compensation shall be due to it; and/or
 - (ii) terminate the Client's Booking for the Seasonal Hospitality Package and make the Seasonal Hospitality Package available to other persons. SFC will have no liability to the Client in the event that the Client is unable to make use of any Seasonal Hospitality Package at a Match or any Matches due to the late payment of any sum by the Client.

Additionally SFC reserves the right to charge interest on any overdue amounts.

In the event that SFC: (a) terminates the Booking and resells the Seasonal Hospitality Package for any remaining Matches or (b) suspends the Booking and resells the Seasonal Hospitality Package for any Matches during the period of Suspension, the Client will remain liable to SFC for the full Hospitality Package Price (it being acknowledged and agreed that in these circumstances SFC will have incurred substantial time and effort in reselling the Seasonal Hospitality Package for the remaining Match(es) and may not be able to recover the full amount for such Match(es)).

Matchday Hospitality Packages:

- 3.3 Where the Hospitality Package is a Matchday Hospitality Package, the Hospitality Package Price must be paid upfront in full.
- 3.4 If a Client wishes to make a Booking of a Matchday Hospitality Package within fourteen (14) days of the Match date then payment must be made in full by either credit/debit card payments or CHAPS so that SFC is in receipt of cleared funds before the Match takes place.
- 3.5 If the Hospitality Package Price for a Matchday Hospitality Package is not received in full cleared funds by SFC before the day of the Match, the Client will not be able to make use of the Matchday Hospitality



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Package and SFC will have no liability to the Client for any failure by SFC to allow the Client to make use of any Matchday Hospitality Package in accordance with this clause 3.5.

- 3.6 Tickets for the Match supplied as part of the Hospitality Package will not be sent or provided to the Client until the total Hospitality Package Price and any other amounts due under the Agreement at the date of the Match (plus VAT) has been received in full and cleared funds by SFC.

General:

- 3.7 All invoices issued by SFC must be paid within fourteen (14) days of the invoice date (or, where earlier, the date of the next match to which the Booking relates) and payment can be made by cheque, BACS, CHAPS, cash or credit/debit card (other than American Express), provided that cheque payments will not be accepted within fourteen (14) days of the applicable Match which is the subject of the Booking.
- 3.8 All Hospitality Package Prices quoted are exclusive of VAT which will be payable by the Client to SFC at the rate(s) applicable under English law and prevailing at the date of Booking.
- 3.9 Where any monies are owed by the Client to SFC, SFC reserve the right to withhold access to the Client's Hospitality Package until all outstanding money has been paid in full.

4. Cancellations and Amendments by the Client

- 4.1 Alterations of Bookings will only be accepted at the sole discretion of SFC and subject to any applicable adjustment to the Hospitality Package Price.
- 4.2 Once a Booking is made, the Client will not be able to cancel the Booking unless agreed by SFC (such agreement to be in SFC's sole discretion and in exceptional circumstances only).

5. Rescheduled or Cancelled Matches

- 5.1 No guarantees can be given by SFC that any Match will take place at a particular time or on a particular date. SFC will not be liable for any loss, damage or expense (including any indirect or consequential loss or damage, loss of enjoyment, travel costs and/or accommodation costs), arising out of or in connection with a Match being cancelled, postponed, curtailed, abandoned or subject to a change of schedule for any reason whatsoever, including due to rescheduling of fixtures, football rules or regulations, weather, government action, strike, civil commotion, national disaster, for health and safety reasons or otherwise due to circumstances beyond the reasonable control of SFC.
- 5.2 In the event that any Match is cancelled or SFC cannot provide the Hospitality Package to the Client for any reason, SFC agrees to offer the Client either:
- (i) the option of an alternative hospitality package of a comparable standard to the Hospitality Package for an alternative Match; or
 - (ii) a full refund of all and any payment made by the Client in respect of such Match only in circumstances where there is no alternative package available, or where such alternative package is unacceptable for reasonable causes, provided that the Client gives written notice to SFC to this effect within 48 hours of notification of the alternative package proposed.

The Client accepts that either an alternative package or repayment in full will be the final settlement of all claims in respect of the cancelled Booking; SFC will have no further liability in this respect.

- 5.3 Save as set out in this clause 5 and clause 6, no refunds will be made in respect of Matches not attended, postponed, abandoned, delayed or rescheduled to accommodate live television coverage or for any other reason, or in any circumstance where SFC has suspended or cancelled a Hospitality Package or Ticket as a result of the Client's conduct or otherwise for a breach of the Agreement.



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6. Saints Promise

- 6.1 SFC have committed to refunding Seasonal Hospitality Clients for any 2021/22 Premier League Matches which are played behind closed doors or with limited capacity (where SFC is unable to provide the Hospitality Package only) due to COVID-19 restrictions or government guidelines. SFC shall endeavour to refund a pro rata amount of the Hospitality Package Price in respect of the relevant match. In the event that COVID-19 related restrictions or government guidance reduce the number of Client Guests that SFC is able to accommodate, SFC shall refund a pro rata amount (in respect of the affected Match) reflective of this reduction. All refunds made as a result of this clause 6.1 will be made as a credit to the Client's SFC account and may be used as full or part payment for other tickets, hospitality packages and/or upgrades during the 2021/22 Season or may be withdrawn upon request at the end of the 2021/22 Season.
- 6.2 In the event that a Premier League Match is to be played with a limited crowd capacity, SFC shall announce the methods of selection and/or process for qualification at the time of announcement. Priority will be given to Seasonal Hospitality Package Clients in this process subject to availability. Please note that SFC cannot guarantee that where a Seasonal Hospitality Package Client is successful in the method of selection/process for qualification they will be able to utilise their/its usual Hospitality Suite and seats or that the Hospitality Package will be fully in accordance with the Booking Contract.
- 6.3 Notwithstanding any other provision of this clause, no refund shall be made to any Client whose Booking is suspended at the time of the relevant Match.

7. Liability

- 7.1 Subject to clause 7.7, SFC will have no liability to the Client or any of its Guests for any loss or damage of any nature arising from any breach of any express or implied warranty, term or condition of the Agreement or any negligence, breach of statutory or other duty on the part of SFC or in any other way arising out of or in connection with the Agreement, except in accordance with these Conditions.
- 7.2 Subject to clause 7.7, SFC will not be liable for: (i) any loss suffered as a result of the exercise by SFC of its rights under these Conditions; (ii) any loss, damage or injury to the Client or Guests including any property belonging to Clients or Guests in or around the Ground (including its approaches and car park) however caused; (iii) any indirect, incidental, special or consequential liability; (iv) any loss of profits, loss of use, loss of opportunity or loss of or damage to goodwill; (v) any losses arising from any interruptions and/or restrictions to the view of or enjoyment of a Match; or (vi) any loss incurred arising out of or in connection with any cancelled, postponed or abandoned Match or any rearranged fixture.
- 7.3 Subject to clause 7.7, SFC's total aggregate liability to the Client and its Guests in respect of all courses of action arising out of or in connection with the Agreement will not exceed a sum equivalent to the Hospitality Package Price.
- 7.4 Subject to clause 7.7, no liability is accepted by SFC for any acts or omissions on the part of any of its suppliers, subcontractors or agents.
- 7.5 The Client will indemnify SFC from and against all claims, costs demands, fines and expenses including legal fees which arise as a result of any actions or omissions of the Client or any of its Guests in breach of the Agreement including, without limitation, in respect of any damage to the Ground caused by the Client or its Guests.
- 7.6 SFC has no responsibility for any property or personal effects of the Client or its Guests whilst at the Ground.
- 7.7 Nothing in these Conditions will limit or exclude SFC's liability for (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be limited or excluded under applicable law.



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8. **Advertised Hospitality Packages**

- 8.1 Whilst every reasonable effort will be made to ensure Hospitality Packages are provided as advertised, SFC reserves the right to change the Hospitality Package (including timings and prices), and arrangements, as long as in the opinion of SFC, it does not materially change the substance of the Hospitality Package.
- 8.2 The Client is purchasing the Hospitality Package and not the Hospitality Suite therefore the location of the Hospitality Package is subject to change upon notice by SFC. SFC reserves the right to relocate the Client/Guest to any other seat in the Ground at any time. Car Parking is subject to availability and will only be included as part of an Executive Box Seasonal Hospitality Package if specifically set out in the Booking Contract or as otherwise allocated or sold at SFC's discretion from time to time.
- 8.3 For certain non- Premier League home games, in order to comply with competition regulations and in accordance with the provision of our existing safety certificate it may not be possible for SFC to offer all Seasonal Hospitality Guests the opportunity of purchasing their Ground seat. In this eventuality, SFC will endeavour to offer those guests the nearest seat and/or Hospitality Suite (subject to availability).
- 8.4 Unless expressly stated on the Booking Contract, the Client and its Guest will be responsible for purchasing their own food and beverages whilst at the Ground.

9. **Ticket Conditions**

- 9.1 Tickets are issued subject to the Ticket Terms and Conditions and the Ground Regulations which, which the Client agrees to be bound by. A copy of the Ticket Terms and Conditions is available at <https://southamptonfc.com/tickets/match-tickets/ticketing-policy-and-ts-and-cs>
- 9.2 The Ticket and/or Hospitality Package is issued for the use of the Client and its Guests (who must be authorised by SFC) and the Client or their Guest will not sell, assign or transfer the same or the benefit of it to any other person without the prior written consent of SFC. References in these Conditions to selling a Hospitality Package and/or Ticket includes offering to sell a Hospitality Package and/or Ticket (including, without limitation, via any online auction website), exposing a Hospitality Package and/or Ticket for sale, making a Hospitality Package and/or Ticket available for sale by another person and/or advertising that a Hospitality Package and/or Ticket is available for purchase. For the avoidance of doubt (and by way of example only) the Hospitality Package and/or Ticket may not be offered as a prize in any promotion or competition, transferred, lent or sold to any third party as part of a hospitality or travel package, given to a third party who agrees to buy some other goods or services, or used for any other commercial purpose (all save as expressly authorised by the Premier League, and/or SFC).
- 9.3 The Tickets supplied as part of the Hospitality Packages will at all times remain the property of SFC.
- 9.4 For the avoidance of doubt, where the Client or their Guest sell, assign or otherwise transfer the Ticket and/or Hospitality Package in contravention of this Agreement, the Client will remain responsible for the acts and failures of the person in possession of the Ticket/making use of the Hospitality Package and may be subject to further action by SFC, including the suspension or termination of the Booking, in accordance with the terms of this Agreement.

Touting Offences

- 9.5 The unauthorised sale or disposal of a Hospitality Package and/or Ticket may amount to a criminal offence under section 166 of The Criminal Justice and Public Order Act 1994, as amended by section 53 of The Violent Crime Reduction Act 2006 and/or The Ticket Touting (Designation of Football Matches) Order 2007. SFC will inform the police in the event it becomes aware that a Hospitality Package and/or Ticket has been sold illegally and will press for charges to be brought against those breaking the law. If the Client is convicted of a ticket touting offence, or SFC reasonably suspects the Client has committed such an offence, SFC will notify the Premier League who may in turn notify other Premier League clubs and/or the relevant law enforcement authorities. The information that SFC shares may include the Client and Guests' personal



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- data, information about the offence and about ticket purchases (including payment details). SFC will use this to identify and prevent ticket touting offences and disorder at matches.
- 9.6 Any authorised resale or transfer of a Ticket/Hospitality Package to any Guest will be subject to these Conditions which will (save for any rights to transfer under this clause 9) apply to and bind that Guest as if they were the original purchaser of the Ticket. The Client must inform the Guest of this and SFC may hold the Client responsible if it does not. References in these Conditions to 'Client' will be construed as including any Guest, if applicable. The Client must provide the name and address of Guest(s) when asked to do so by any official, steward or employee of SFC or any police officer.
- 9.7 Hospitality Packages and/or Tickets will not be resold or transferred save as set out in these Conditions and will not be purchased or obtained from or through any commercial agent or company or otherwise than directly from SFC or an official agent. Any Hospitality Packages and/or Tickets obtained in breach of these Conditions will be void and all rights conferred or evidenced by such Tickets will be nullified. Any person seeking to use a Hospitality Package and/or Ticket in breach of these Conditions in order to gain or provide entry to or remain at any Match may be refused admission to or be ejected from the Ground and may be subject to legal action.

Personal Data

- 9.8 SFC collects and processes certain personal data (as defined by the EU General Data Protection Regulation) about you to process, complete and deliver the order of the Hospitality Package. We also have a lawful purpose to collect your personal data (including in relation to identifiable images or recordings taken of you by SFC, the Premier League or others).
- 9.9 Information about SFC's use of your personal data can be found in SFC's (then current) privacy policy available at <https://southamptonfc.com/club/privacy-policy>.
- 9.10 SFC may share information regarding Clients' and/or Guests' with the police in order to prevent and reduce crime and/or to assist the police in investigating and/or prosecuting offenders or suspected offenders.

10. Guests

- 10.1 Any breach of the Agreement by any of the Client's Guests will be deemed to be a breach of the Agreement by the Client.
- 10.2 The Client is required to provide a full list of Guest names prior to the Match. SFC reserves the right to refuse entry if a guest list has not been provided.
- 10.3 The Client will be responsible for its compliance and observance (and that of any Guest) with the Agreement. Any act or omission by a Guest will be deemed to be the act or omission of the Client. Misconduct by the Client or the Guest and/or failure to adhere to the Agreement or the Client or the Guest acting in a manner which SFC considers is detrimental to its interests or is likely in the reasonable opinion of SFC, to bring football or SFC into disrepute, will permit SFC to confiscate or forfeit (in each case without compensation) the Tickets of the Client and/or Guests and/or ban the Client and/or the Guest from attending future Matches or other events at the Ground for such period of time as SFC deems appropriate.
- 10.4 In the event that the Client or a Guest is in breach of the Agreement, SFC reserves its right to take one or more of the following steps which it in its absolute discretion deems appropriate: (i) eject the person from the Ground; (ii) withdraw and cancel any Ticket or Hospitality Package; (iii) issue limited or lifetime bans; (iv) report the matter to the Premier League who in turn may notify other Premier League Clubs and/or the UK Football Policing Unit; (v) report the matter directly to the police; and/or (vi) take legal action. In any of these circumstances, no refund of all or any part of the Hospitality Package Price will be paid by SFC. The Client also acknowledges that it may face action from the police in the event of certain of these breaches which may, among other things, render it liable to a fixed penalty fine and/or criminal prosecution.



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11. Behaviour and Etiquette of the Client and Guest(s)

- 11.1 As a condition of admission, all Clients and their Guests will be subject to the Ground Regulations in force at the time of booking and as amended from time to time. The Client's attention is drawn in particular to the following Ground Regulations:
- I. **Regulation 7:** The use of threatening behaviour, foul or abusive language is strictly forbidden and will result in arrest and/or ejection from the Ground.
 - II. **Regulation 12:** Under the Sporting Events (Control of Alcohol etc) Act 1985, the following are offences for which a person can be arrested by a police officer and conviction could result in a Banning Order being made: **12.1** Attempting to enter the Ground or being inside the Ground whilst drunk; and **12.2** Being in possession of any intoxicating liquor, bottle, can or any other portable container which could cause damage or personal injury when entering the Ground or in a public area of the Ground from which the event can be directly viewed.
 - III. **Regulation 18:** SFC reserves absolutely the right to eject from the Ground any person failing to comply with any of the Ground Regulations or whose presence within the Ground is, or could, reasonably be constructed as constituting a source of danger, nuisance or annoyance to any other person.
- 11.2 **The Client will be responsible for ensuring the good and orderly behaviour of all of its/their Guests whilst at the Ground and during the Match.** If any person within the Client's party behaves in a loud, disorderly, unruly or abusive manner or draws attention to themselves in their viewing seats, then the Client, immediately after being asked to do so by a representative of SFC, will procure that its/their Guest(s) will leave the Ground.
- 11.3 SFC reserves the right to exclude or eject any person from the Ground if, in its sole opinion, their behaviour is likely to cause distress, damage or annoyance to other persons or property. SFC will not compensate any person in any way in respect of such removal or requirement to leave the Ground.
- 11.4 SFC reserves the right to charge the Client the cost of rectifying damage caused by the deliberate, negligent or reckless act of the Client or any of its/their Guests to any Hospitality Suite, the Ground or SFC's property. Should this damage come to light after the Client and/or Guest has departed, SFC reserves the right to make a charge to the Client's credit/debit card, or invoice the Client for the same.
- 11.5 The Client and all Guests must adhere to the advertised dress code of the Hospitality Package purchased. SFC reserves the right to refuse admission to any person wearing inappropriate items of clothing and/or footwear or to require any such person to leave the Ground. SFC will not compensate any person in any way in respect of such refusal or requirement to leave the Ground or Hospitality Suite.
- 11.6 The Client's right to use any Hospitality Suite or hospitality area at the Ground will be solely for the time period informed to the Client by SFC. The Client will be responsible for ensuring that all of its guests and invitees vacate the Hospitality Suite or hospitality area and the Ground by the time stipulated by SFC.
- 11.7 No food or drink is permitted to be brought into the Ground by the Client and/or each of its Guests. Further information regarding alcohol consumption at the Ground is available at <https://southamptonfc.com/hospitality/faqs> and within the Ground Regulations
- 11.8 Save only as set out in the Ground Regulations, no person may bring into the Ground or use within the Ground any equipment which is capable of recording or transmitting (by digital or any other means) any audio, visual or audio-visual material or any information or data in relation to a Match or the Ground. Mobile telephones are permitted within the Ground provided they are used purely for the purpose of transmission and/or reception of voice data only and not being used to provide commentary of the Match in progress. For the avoidance of doubt, mobile phones cannot be used to capture, log, record, transmit, play, issue, show or any other communication any image of recording of the Match for any commercial purpose.



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11.9 Whilst SFC accepts that some of the Client's Guests may favour the Visiting Club, the corporate seats available to the Client as part of the Hospitality Package are within the home supporters' area in the Ground. Therefore all of the Client's Guests' behaviour must be respectful of the home supporters' area, and any failure to do so may result in them either being moved or being asked to leave the Ground.

12. Use of Marks

12.1 The Client may not use any intellectual property, trademarks, names (including nicknames) or logos of SFC or any of its associated group companies, or images of the Ground or SFC's players, or claim any association with SFC without SFC's prior written consent.

12.2 Save for official SFC merchandise and/or other football related clothing worn in good faith (subject always to the dress codes applicable to the Hospitality Package), you will not bring into, use or display within the Ground any sponsorship, promotional or marketing materials.

13. General

13.1 SFC reserves the right in its absolute discretion to change these Conditions from time to time. In this eventuality, SFC will notify the Client should such changes materially affect the rights of any Client.

13.2 The invalidity or partial invalidity of any provision of these terms and conditions shall not prejudice or affect the remainder of these terms and conditions, which shall continue in full force and effect.

13.3 SFC's failure to exercise, or delay in exercising, any right, power or remedy provided by these Conditions of Issue or by law shall not constitute a waiver of that right, power or remedy.

13.4 No alterations to the Agreement made between the Client and SFC for the Booking, sale and use of any Hospitality Package(s), may be made except with the express written consent of SFC.

13.5 SFC will be entitled to assign or sub-contract any of its rights, benefits and interests in or under the Agreement to any third parties. The Client will not assign, transfer or charge the benefits of the Hospitality Package(s) without the express written consent of SFC.

13.6 Except as expressly set out in these Conditions and with the exception of the Premier League, FIFA, UEFA and the Football League, nothing in these Conditions is intended to confer on any person any right to enforce any Condition of a Contract which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

13.7 The Agreement and any disputes under it will be governed and construed in accordance with the laws of England and Wales and each party will irrevocably submit to the exclusive jurisdiction of the English and Welsh courts.

