

Standard Conditions of Business



1.0 Definitions

The Seller means AMBIRAD LIMITED a company registered in England and Wales under number 1390934 whose registered office is at Fens Pool Avenue, Wallows Industrial Estate, Brierley Hill, West Midlands DY5 1QA and any subsidiary or associated company of the Seller which sells the Goods or any successor or assignee of the Seller or such other company. "Conditions" means the standard terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and Seller. "Goods" means the goods (including any instalment of the Goods or any parts for them) which the Seller is to supply in accordance with these Conditions.

"Contract" means the contract for purchase and sale of the Goods and Services subject to and incorporating these Conditions. "The Buyer" shall mean the person, firm or company entering into the contract to purchase the Goods from the Seller. "Writing" shall include facsimile transmission, e-mail and comparable means of communication but not sms messaging. "Services" means the ancillary services which the Seller may agree to perform as shall be agreed between the parties from time-to-time which may include testing the Goods, reviewing their installation and commissioning them together with calibrating the heating system in accordance with the quotation and/or the Buyer's requirements. "Site" means the premises in which the Goods are to be installed by the Buyer or the address where the Goods are to be delivered, as appropriate.

2.0 Basis of the Sale

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions which shall govern the Contract 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 Buyer or any other terms proffered by it at any time.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller. The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any representations which are not so confirmed by the Seller.

2.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller. Any special terms made in respect of any one written quotation or written order are not applicable to any subsequent written quotation or written order.

3.0 Quotations

3.1 Unless previously withdrawn by the Seller all quotations are valid for 30 days from their date.

3.2 All quotations are based upon information supplied by the Buyer and the quotation is given.

3.3 Where a quotation is to be given against any plans or drawings for the Site, the Buyer warrants that those plans or drawings and any associated information will be accurate and up-to-date at the time of the Seller's quotation.

3.4 Where a quotation is to be given following the Seller's survey of the Site, the Buyer warrants that the condition of the Site will remain the same as in the Seller's quotation in relation to any aspect of it which may affect the Seller's quotation.

3.5 The Buyer undertakes to inform the Seller immediately if it becomes aware of any change to the Site which formed the basis for the Seller's quotation and acknowledges that unless the Buyer informs the Seller of any changes to the Site or drawings or plans of the Site, the Seller's original quotation will accord with the Contract.

3.6 Where any subsequent information (whether in relation to the Site or other aspect of the Contract) is submitted by the Buyer to the Seller which would affect the Seller's quotation, the Seller retains the right at its option either to amend the quotation to cover any additional cost arising from such alteration or to withdraw the quotation.

4.0 Services

4.1 The Seller shall provide the type and amount of the Services to the Buyer in accordance with any quotation for the Goods which includes the Services or separately if the Services are provided subsequent to any quotation for the Goods on a quotation for the Services or otherwise as might be agreed between the parties.

4.2 The Services shall be provided to a reasonable level of competence by the Seller's employees or sub-contractors who shall be suitably qualified to perform them.

4.3 The Services shall be provided at the Site where the Goods are installed at a date to be agreed following the Buyer's notice to the Seller that the installation of the Goods at the Site is complete and that the Site is suitable and safe for the attendance of the Seller's employees or sub-contractors and performance of the Services.

4.4 To the extent that any special plant (including scaffolding, lifting equipment or other such equipment) is required for the Services, such requirement shall be agreed between the parties and the Buyer warrants that any such equipment as it supplies will be safe and suitable for the purposes for which it is intended to be used.

4.5 If, in the reasonable opinion of the Seller, its employees or sub-contractors, the Site or other place where the Services are to be performed is not safe or suitable or if, on attendance, the Goods are not fully or properly installed, the Seller shall not be obliged to perform the Services until such matters have been remedied.

4.6 The Seller shall not be obliged to perform the Services if the Buyer cannot procure and maintain access to the Site or the Goods during normal working hours or, if required by the Seller in order to provide the Services, outside the normal working hours of the Site.

5.0 Orders and Specifications

5.1 No order submitted by the Buyer shall be accepted or deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Site and the Goods within a sufficient time to enable the Seller to perform the Contract.

5.2 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller) and not as contained in the Seller's catalogues, price lists and other advertisement material. The scope (type and amount) and to include any Goods ancillary to the performance of the Services) of the Services shall be set out in the quotation for the Goods or, if required separately by the Buyer, on a separate quotation.

5.3 If the Goods or their configuration is selected by the Seller to meet a specification or requirement submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller arising from that specification.

5.4 The Seller reserves the right at any time to make any changes in the specification of the Goods or Services which are required to conform to any applicable statutory or EU requirements or, where the Goods are to be supplied to the Seller's specification which do not materially affect their quality or performance.

5.5 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred (including legal and other professional fees and wasted delivery costs or the wasted costs of attendance to perform the Services) by the Seller wholly or in part as a result of cancellation.

6.0 Price of the Goods and Services

6.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid) the price listed in the Seller's published price list current at the date of acceptance of the order.

6.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

6.3 The price does not include the costs of freight, carriage, packaging or insurance which unless otherwise expressly agreed in Writing will be additionally charged to the Buyer and the price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

6.4 Any costs or expenses incurred by the Seller in storing the Goods or attempting to re-deliver them and any other costs associated with a failure in delivery which is not of the Seller's making shall automatically be added to the price.

6.5 The price of the Seller's services otherwise agreed shall be the Seller's standard price (based on man-hours) plus travelling, subsistence and other associated costs and together with the cost of Goods, parts or consumables provided as part of proper performance of the Services.

6.6 The scope of the Services shall be an estimate only and the Buyer acknowledges that the scope of the Services and therefore the appropriate price may change following the Seller's quotation and that the Seller shall be entitled to amend the scope of the Services to reflect the differences between the estimated cost and the actual cost.

6.7 The Buyer shall be responsible for any costs wasted pursuant to the Seller's decision under Conditions 4.5 or 4.6 which, notwithstanding any other Condition, the Seller shall be entitled to have paid before the Seller is obliged to make any further attempt to perform the Services.

6.8 All prices are quoted and payments shall be made in pounds sterling.

7.0 Terms of Payment

7.1 The Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has tendered delivery of the Goods, whether or not they are accepted, or (as the case may be) notified the Buyer that the Goods are ready for collection or, subject to Condition 6.7, completed performance of the Services.

7.2 The Buyer shall pay the price of the Goods without set off or any other deduction whatsoever within 30 days of the date of the Seller's invoice, and the Seller shall be entitled to recover the price, notwithstanding in relation to the Goods that delivery may not have taken place and the property in the Goods has not passed to the Buyer.

7.3 If the Buyer fails to make any payments on the due dates then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

- suspend all or any further deliveries to the Buyer made under that or any other contract with the Buyer and in such event the Buyer shall not be released from its obligations to the Seller under that or any other contract or cancel the Contract or any other contract with the Buyer and to claim damages from the Buyer for breach of contract;
- appropriate any payment made by the Buyer to such of the Goods as the Seller may think fit;
- charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4% per annum above Barclays Bank base rate from time to time, until payment in full is made.

8.0 Delivery of the Goods

8.1 Delivery of the Goods shall be made by the Seller delivering the Goods to the Site or other delivery address for delivery set out in the Contract or by the Buyer collecting the Goods at the Seller's premises at any time after the Buyer has been notified by the Seller that the Goods are ready for collection. All dates quoted for delivery are approximate only and the Seller shall not be liable for the delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

8.2 The Seller shall be entitled to make deliveries in instalments and the order of delivery of such instalments shall be at the Seller's discretion unless otherwise set out in the Contract or otherwise agreed by the Seller in writing. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated. If the Seller fails to deliver the Goods (or any instalment) for any reason other than the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods and not for any other loss whatsoever (including overtime or wasted employment or other staff or contractor costs or for any contractual penalties or other expenses suffered by the Buyer or its client) or for any consequential loss of any description.

8.3 If the Buyer or its agent or contractor fails to take delivery of the Goods when tendered or fails to give the Seller adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage or sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

8.4 The Seller's employees or contractors who deliver the Goods shall not be obliged to unload them or deliver them unless:
(a) a suitably authorised employee or sub-contractor of the Buyer signs documentation to confirm that delivery has occurred;
(b) the Site or other address for delivery is safely accessible for the Seller's or its carrier's vehicle and suitable for the unloading of the Goods.

8.5 Any failure by the Buyer to execute such documentation will be deemed to be a failure by the Buyer to accept delivery pursuant to this Condition 8 with no default on the part of the Seller.

8.6 Any delivery documentation executed by the Buyer without qualification shall be deemed to be conclusive evidence that the Goods were delivered in good condition and in accordance with the terms of the Contract (subject for the opportunity for the Buyer to notify the Seller of any damage to the Goods or a shortage of Goods or a shortage of any other provision).

8.7 Following delivery, and without prejudice to any other Condition, the Buyer shall promptly inspect the Goods and use them for the purpose for which they are supplied or store them safely and in an environment which will keep them in the condition in which they were delivered.

9.0 Passing of Title and Risk

9.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery to the Site (or their installation if provided ancillary to the Seller's performance of the Services) or, if the Buyer wrongfully fails to take delivery of the Goods, at the time when the Seller has tendered delivery of the Goods to the Site or, in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection. In this connection, the Buyer is solely responsible for security of the Site and safe storage of the Goods and shall have no claim for the apparent non-delivery of Goods for which the Seller has signed delivery documentation or other evidence of successful delivery.

9.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, legal title to and property in any Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods or such sum as is due under this Contract and in respect of all other goods sold or agreed to be sold by the Seller to the Buyer under any other contract.

9.3 Until such time as the property in the Goods passes to the Buyer:
(i) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so forthwith the Buyer hereby authorises and licenses the Seller, its officers, employees and agents to enter upon any premises of the Buyer where the Goods are stored or situated or recover the Goods or for the purpose of satisfying itself that Condition 9.3(i) is being satisfied and to procure the same right in relation to any land or property of any third party where the Goods may be situated;

(ii) the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer, third parties and properly stored, protected and insured and identified as the Seller's property;

(iii) the Seller may recover those Goods at any time from the Buyer including but not limited to circumstances when the Seller judges that the amount outstanding from the Buyer to the Seller is in excess of the credit limit the Seller is willing to accord to the Buyer and for that purpose the Buyer hereby authorises and licenses the Seller, its officers, employees and agents to enter upon any land or building upon which the Goods are situated to recover those Goods;

(iv) if the Buyer has incorporated such Goods into buildings or plant, whether alone or in conjunction with other products (either its own goods or those of others) the Seller shall be entitled to recover the Goods by un-installing them to the extent that the same can be done with no damage to any third party goods, with the agreement of any third party whose goods may be affected or subject to the Seller's obligation to make good any damage caused by such un-installation;

(v) the Buyer has the right to dispose of the Goods in the ordinary course of its business and to pass good title to the Goods and products to its customer being a bona fide purchaser for value without notice of the Seller's right;

(vi) in the event of such disposal in accordance with Condition 9.3(v) the Buyer shall have a fiduciary duty to the Seller to account to the Seller for the proceeds but may retain any excess of such proceeds over the amount outstanding under this or any other sale contract between them and the Seller has the additional right to recover the Buyer's price from the Buyer's customer to the extent unpaid; if the Seller avails itself of such right the Seller will account to the Buyer for any such excess as aforesaid less any expenses incurred in recovering the price;

(vii) the Buyer 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 Seller, but if the Buyer does so all money owing by the Buyer to the Seller under any contract shall (without prejudice to any other right or remedy of the Seller) become immediately due and payable.

10.0 Late Delivery

10.1 In the event that the Seller is prevented from delivering any of the Goods by reason of an event stipulated in Condition 11.10 (whether existing at the Seller's works or elsewhere, then the delivery period shall be extended by such period as is reasonable in all the circumstances) and the estimated delivery date for such Goods shall be re-calculated by the Seller accordingly.

10.2 If the Seller is prevented from delivering any of the Goods because of any default on the part of the Buyer or its employees, agents or sub-contractors, notwithstanding any other remedy or power available to it, the Seller shall decide, in its absolute discretion, as to whether to attempt to re-deliver or store the Goods pending further correspondence with the Buyer.

10.3 Notwithstanding Condition 8.2, if the Seller agrees to deliver all the Goods together, if the Seller shall fail (otherwise than for any reason aforesaid) to deliver any of the Goods on the estimated delivery date the Buyer shall have no right to cancel the Contract unless such failure continues for a period of 30 days after the estimated delivery date and in such an event the Buyer shall be entitled to cancel the Contract only in respect of the Goods remaining to be delivered after the expiration of that period. The Buyer shall not by reason of such non-delivery be entitled to reject or to cancel the Contract in respect of any of the Goods which the Seller shall be able to deliver within the said period of 30 days but shall accept them and pay the price in accordance with Condition 6.

10.4 Where the Seller has chosen to deliver the Goods by instalments then if the Seller shall fail (otherwise than for any of the reasons aforesaid) to deliver any of the Goods comprised in any instalment the Buyer shall have no right to cancel the Contract unless such failure continues for a period of 30 days after the estimated delivery date for such instalment and in such event he shall be entitled to cancel the Contract only in respect of the Goods comprised in such instalment remaining to be delivered after the expiration of the period; the Buyer shall not by reason of such non-delivery be entitled to reject or to cancel the Contract in respect of any of the Goods which the Seller shall be able to deliver within the said period or any Goods comprised in subsequent instalments but shall accept them and pay the price in accordance with Condition 6.

10.5 The Seller shall not be liable for its costs or expenses of the Buyer or its agents or sub-contractors during the periods set out in Conditions 8.3 and 10.4.

11.0 Seller's Liability

11.1 Subject to the application of Condition 8.2 in relation to the Seller's default in delivery, the liability of the Seller under this Contract shall be limited to an obligation to repair or, at the Seller's discretion, to replace any Goods in which defects in material or workmanship appear in the course of normal usage during the period of 12 months from the date of delivery to the Buyer.

11.2 The Seller shall be under no liability in respect of any defects in the Goods arising from any drawing, design or specification supplied by the Buyer (including in relation to the Site) and the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, incorrect installation, inappropriate or unsafe storage, exposure to the elements, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval.

11.3 If the total price for the Goods has not been paid by the due payment date, the Seller shall be under no liability in respect of any defects in the Goods which are the subject of the claim for which the Goods price has been paid.

11.4 The Seller shall be under no liability in respect of any defects in the Goods arising from parts, materials or equipment not manufactured by the Seller in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller and to the extent the Seller can itself recover from the manufacturer under such warranty or guarantee.

11.5 Subject as aforesaid provided in these Conditions, all warranties, conditions or other terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.

11.6 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or a shortage in delivery shall (whether or not delivery is refused by the Buyer) be notified in Writing to the Seller within 7 days from the date of delivery where the defect was or should have been apparent on inspection or (where the defect was not apparent on inspection) immediately after discovery of the defect. The Buyer shall be under no liability to inspect Goods to be delivered promptly upon delivery.

11.7 If delivery is not refused, and the Buyer does not notify the Seller of a claim in accordance with these Conditions, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

11.8 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods shall be supported by documentation or other evidence sufficient in the reasonable opinion of the Seller and the packaging and the Goods themselves shall be preserved in the state in which they were delivered for the purpose of inspection. No claim will be entertained by the Seller if Goods which are the subject of the claim are used, sold, installed or otherwise dealt with by the Buyer without the Seller's express agreement in Writing or, in the case of a claim based on damage in delivery or transit, where the Goods' packaging is not available for inspection.

11.9 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer or to any third party by reason of any representation (unless made fraudulently), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit (normal or exceptional) or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.

11.10 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control: act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on any part of any governmental, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party), difficulties in obtaining raw materials, labour, fuel, parts and machinery, power failure or breakdown in machinery.

12.0 Insolvency of the Buyer

12.1 If the Buyer enters a voluntary arrangement with its creditors or becomes subject to an Administration Order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or an embargoee takes possession, or a receiver is appointed, of any of the property or assets of the Buyer, or the Buyer ceases, or threatens to cease, to carry on business or the Seller reasonably apprehends that any of the events mentioned above is about to occur, without prejudice to any other right or remedy available to the Seller, the Buyer's right to deal with the Goods generally but dispose of the Goods in accordance with Clause 9.3(v) in particular shall automatically terminate and the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, 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.

13.0 Patents and Trade Marks

13.1 No representation, warranty or indemnity is given by the Seller that the Goods do not infringe any Patents, Trade Marks, Registered Designs or other industrial rights.

14.0 Change of Design

14.1 The Seller reserves the right from time to time to make minor modifications to the Goods or their design and the Buyer shall be bound to buy such modified Goods in lieu of Goods ordered by it provided that such modifications do not impair or adversely affect the quality or performance of the Goods.

15.0 Health and Safety at Work Act

15.1 The Buyer shall make itself aware of the installation, maintenance and operating instructions given in the Seller's literature.

16.0 Indemnity

16.1 The Buyer shall indemnify the Seller in respect of all damages or injury occurring to any person or property and against all actions, suits, claims, demands, charges or expenses in connection therewith for which the Seller may become liable in respect of the Goods sold under this Contract, the event of the damage or injury shall have been occasioned by the negligence or willful default of the Buyer or its servants, agents or sub-contractors.

17.0 General

17.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

17.2 If any provision of these Conditions is held to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

17.3 The Buyer shall indemnify the Seller in respect of any fees for legal services or other professional fees incurred in the collection of any sum due or owing by the Buyer to the Seller under this Contract or in relation to the Seller's assertion of its legal rights under the Contract.

17.4 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of their destination and for the payment of any duties thereon.

17.5 These Conditions together with any special conditions which the parties may agree constitute the entire agreement in relation to the sale of the Goods and no waiver of any breach of their provisions shall be valid unless made in Writing expressly for the purpose and signed by an authorised officer of the Seller and no waiver by the Seller or any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

17.6 No person who is not a party to a Contract into which these Conditions are incorporated shall be entitled to enforce any provision of them and the Contracts (Rights of Third Parties) Act 1999 shall not apply to any Contract or these Conditions.

17.7 The Contract and any disputes or claims that arise out of or in connection with it shall be governed by the laws of England and the parties submit to the non-exclusive jurisdiction of the English Courts.