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| C:\Users\cjmri\AppData\Local\Temp\image004.pngC:\Users\cjmri\AppData\Local\Temp\image004.png**TRIBAL TRACKS - BOOKING FORM****The Soldiers’ Charity Mount Toubkal Challenge, Morocco****10 – 15 September 2019 (dates subject to flights)** |

**Please read the booking conditions and other information carefully before completing this form in BLOCK LETTERS and returning to Tribal Tracks. It is essential that you complete the \* sections as these include mandatory information. Please return your scanned booking form by email Charlotte Richards,** **Tribal Tracks to charlotte@tribaltracks.co.uk.**

\***PASSENGER DETAILS – AS THEY APPEAR IN YOUR PASSPORT**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Title** | **First and middle names in full** | **Surname** | **Date of Birth DD/MM/YY**  | **Nationality** | **Passport No** | **Passport Expiry DD/MM/YY**  | **Passport Issue****DD/MM/YY**  |
|  |  |  |  |  |  |  |  |

**\*CONTACT DETAILS**

|  |  |  |  |
| --- | --- | --- | --- |
| **Email address** | **Home address and Postcode** | **Mobile Number** | **Landline Number** |
|  |  |  |  |

**\*TRAVEL INSURANCE: It is required that every passenger holds adequate travel insurance cover for the itinerary at the time of booking**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Insurance Company name** | **Policy Number** | **Emergency Assistance Company** | **Emergency 24/7 Tel No** | **I confirm that my insurance covers me for this itinerary**  |
|  |  |  |  | Y/N |

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| **VISAS: Visas are required for some destinations. Regulations change, so please check the latest requirements before booking.**  |

**\*PARTICIPANT NEXT OF KIN DETAILS—Details of emergency name and contact phone number while on expedition**

|  |  |  |  |
| --- | --- | --- | --- |
| **First Name** | **Surname** | **Telephone Number (mobile preferable)** | **Relationship** |
|  |  |  |  |

**\*FURTHER INFORMATION or special requests. Please provide details of any medical conditions and/or dietary requirements. If circumstances change after you have completed this form please update us. If none please state ‘none’ in the box below:**

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| **PAYMENT & AGREEMENT - TOTAL PRICE £2000 (see your itinerary for full details)** |

Please tick payment amount:

☐ Non-refundable registration fee £300

☐ £75 Single supplement for single occupancy rooms.

Please ticks confirmation boxes below:

☐ I have agreed to raise a minimum sponsorship sum of £1700 for The Soldiers’ Charity (“the Minimum Sponsorship Sum”), which I acknowledge is payable to The Soldier’s Charity in two payments as set out below.

☐ I understand that my participation on this trek is dependent upon raising and paying the Minimum Sponsorship Sum to The Soldier’s Charity. ☐ If the Minimum Sponsorship Sum is not raised and paid, I understand that my place will be forfeited.

☐ The first Minimum Sponsorship Sum payment is £1360 and must be made directly to the Soldiers’ Charity 10 weeks before departure. The second Minimum Sponsorship Sum payment, comprising a minimum balance of £340 (or the balance of the total funds raise in excess of £340), is due no later than 4 weeks after completion of the Mount Toubkal Challenge.

 ☐ For the avoidance of doubt, I understand and acknowledge that all fundraising sums raised by me on behalf of The Soldier’s Charity and in connection with this trek must be remitted to The Soldier’s Charity, even if they are in excess of the Minimum Sponsorship Sum.

Please tick payment method for registration fee:

☐ BANK TRANSFER. Please give your surname and group name as a reference and ask your bank to allow for all charges.

Account name: **Tribal Tracks Travel Trust Account.**  Bank address: **Piccadilly and New Bond Street Branch, London W1J 0AJ**

For transfers from UK (Sterling) bank accounts:

Account number 46318038 Sort code 50-41-01 For transfers from non-UK bank accounts: **IBAN**: GB80NWBK50410146318038 **Swift/BIC code**: NWBKGB2L

☐ **I have read and agree to the attached Booking Conditions. If other parties are named on this form, I have made sure that they have read and understood the Booking Conditions**.

**The details I have given on this form are true and accurate. I have read, understood all aspects of this form and the Booking Conditions, including the price quoted and the Minimum Sponsorship Sum requirements. I confirm that I am of good general health, have a reasonable level of fitness and am able to complete the itinerary given. I agree that personal information will be disclosed by Tribal Tracks Ltd to relevant third parties such as our country partners to assist them with providing the itinerary as given. I apply for a place on the expedition as per the itinerary.**

**Signature: ………………………………………………………………………..**

**Date: ………………………………………………………………………………..**

**Tribal Tracks Limited Booking Terms & Conditions**

**All holidays are operated by Tribal Tracks Limited (*TTL*), trading as ‘Tribal Tracks’ and are sold subject to the following conditions:**

1. **Your contract with TTL**

**To secure a booking, TTL requires a non-refundable deposit of 30% of the tour cost (unless we have indicated that we will accept a lesser sum) or full payment if travel is due to commence within 56 days. This payment is deemed to be confirmation that you, the Client, has read and accepted the TTL Booking Conditions. Clients booking by telephone, facsimile, e-mail or over the internet will be deemed to have read the booking conditions and accepted them. A booking is accepted and becomes definite only from the date when TTL has confirmed acceptance by issuing a Booking Confirmation or Invoice. It is at this point that a contract between TTL and the Client comes into existence. Before your booking is confirmed and a contract comes into force, TTL reserves the right to increase or decrease prices. TTL reserves the right to decline any booking at their discretion.**

**The contract is between TTL and the Client, being all persons named on the booking as travelling or intending to travel with TTL. The person making the bookings (which is subject to these terms) warrants that he/she has full authority to do so on behalf of all persons named, and confirms that all such persons are fully aware of and accept these conditions.**

**The contract, including all matters arising from it, is subject to English law and the exclusive jurisdiction of the English Courts. No employee of TTL other than a director has the authority to vary or omit any of these terms or to promise any discount or refund.**

1. **Payment for your holiday**

**You have agreed to raise a minimum sponsorship sum of £1700 for The Soldiers’ Charity (“the Minimum Sponsorship Sum”), which you have acknowledged is payable to The Soldiers’ Charity in two payments as set out below.  I understand that my participation on this trek is dependent upon raising and paying the Minimum Sponsorship Sum to The Soldiers’ Charity. If the Minimum Sponsorship Sum is not raised and paid, I understand that my place will be forfeited. The first Minimum Sponsorship Sum payment is £1360 and must be made directly to the Soldiers’ Charity 10 weeks before departure. The second Minimum Sponsorship Sum payment, comprising a minimum balance of £340 (or the balance of the total funds raise in excess of £340), is due no later than 4 weeks after completion of the Mount Toubkal Challenge. For the avoidance of doubt, I have understood and acknowledged that all fundraising sums raised by me on behalf of The Soldiers’ Charity and in connection with this trek must be remitted to The Soldiers’ Charity, even if they are in excess of the Minimum Sponsorship Sum.  If payment is not received as detailed above, you could be liable for normal cancellation fees, furthermore we reserve the right to treat the booking as cancelled by you at any time up to the date of departure. If we do not treat the holiday as cancelled, we reserve the right to charge a fee for any late payments. It is important therefore that you pay the Minimum Sponsorship Sum as described or advise us in writing of any cancellation in accordance with clause 5.**

1. **Changes by You**

**A change of departure date or any change to the itinerary agreed upon at the time of booking or any change to the persons travelling, must be requested in writing by the person who made the original booking and accompanied by an administration fee of £50, as well as payment for any additional costs resulting from the change(s), unless the request is within 56 days of departure in which case cancellation fees will be applied, detailed in accordance with the fees illustrated in Clause 6 below. Whilst every reasonable effort will be made to accommodate changes and additional requests, their availability cannot be guaranteed.**

1. **Changes by Us**

**While TTL will use its best endeavours to operate all holidays as advertised, by entering into this contract, the Client accepts that it may prove necessary or advisable to vary or modify a holiday or its contents due to prevailing local conditions.**

**TTL reserves the right at any time to cancel or change any of the facilities, services or prices described on the website and in the agreed itinerary (including flights, transport, accommodation, excursions or other arrangements) and to substitute alternative arrangements of comparable monetary value without compensation and accepts no liability for loss of enjoyment as a result of these changes. If a service or facility becomes unavailable due to circumstances of force majeure and no alternative arrangement of comparable monetary value is available, TTL will substitute the best alternative available and will refund the Client for any cost saving or charge the Client for any additional costs incurred.**

**If a major change is known to us, the Client will be told at the time of booking. If a major change becomes necessary TTL will inform the Client as soon as reasonably possible if there is time before departure.**

**Whilst the specific definition of a major change will depend on the individual holiday and circumstances, a major change may be broadly defined as cancellation of the holiday, change of start or end city or omission of a major component. When a major change is made, the Client will have the choice of accepting the change or arrangements, purchasing another available holiday or cancelling the holiday and obtaining a full refund. Provided that the major change is not because of force majeure compensation will be paid as follows:**

|  |  |
| --- | --- |
| **Period of Notification Prior to Departure****More than 42 days** **42 – 28 days****27 – 14 days****13 days – Date of Travel** | **Compensation****Nil****£20****£30****£40** |

**‘Force Majeure’ means any event which TTL or its supplier could not, even with all due care, foresee or avoid. Such events may include war, threat of war, riot, civil strife, industrial dispute, epidemics, health risks, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, technical or maintenance problems with transport, changes imposed by cancellation or rescheduling of flights by an airline or main charterer, the alteration of airline or aircraft type, or other similar events beyond the control of TTL. TTL is not liable for any penalty charges associated with ‘supersaver’ type connecting rail or airfares, in the event of a change to a holiday departure time, date or airport.**

1. **Substitution of Client**

**If any member of the party is prevented from travelling because of the death, injury or serious illness of the passenger, close relative or friend, redundancy or jury service, it may be possible to transfer the booking to another suitable person (acceptable to TTL) provided that written notice is given at least one calendar month prior to departure. An administration fee of £50 per person will be levied plus any costs imposed by TTL’s suppliers. Airlines may impose 100% cancellation charges and the cost of a new ticket.**

1. **Cancellation by You**

**The Client may cancel the booking at any time provided that the cancellation is communicated to TTL in writing. Written notification is essential even if verbal notification of an intention to cancel has been given. Cancellation charges will be applied as shown below calculated from the day written notification is received by TTL. In addition to the charges shown below airlines may impose 100% cancellation charges and the cost of a new ticket.**

|  |  |
| --- | --- |
| **Period before departure within which written notification is received** | **Cancellation Charges shown as a percentage of the holiday price** |
| **56 days or more****55 – 28 days****27 – 14 days****13 days or less** | **Forfeit of deposit, including flight deposit****50% of total cost****75% of total cost****100% of total cost** |

**In addition to the above cancellation charges any existing administration fees are also payable in the event of a cancellation by the Client. If the reason for cancellation is covered by your own travel insurance policy, you may be able to reclaim these charges.**

1. **Cancellation by Us**

**TTL reserves the right to cancel a holiday in any circumstance but, except for force majeure or the Client’s failure to pay the final balance, will not cancel a holiday less than 56 days before departure. Unless the Client fails to pay the final balance TTL will, upon cancellation, return all monies paid excluding payment for travel insurance and administration fees or offer an alternative tour of comparable standard and will pay compensation according to the scale shown in paragraph 4 above save that no compensation will be paid if cancellation is because of force majeure. A full refund of monies paid to TTL as well as any compensation as detailed in Clause 4, if applicable, will be the full extent of TTL’s liability. We shall not be liable to you for any incidental expenses incurred by you as a result of any arrangements that you may have made.**

1. **Surcharges**

**Prices quoted are based upon a currency conversion rate of £1 = US$1.2 and £1 = € 1. TTL reserves the right to increase the holiday cost to take account of the following items; government action, including the cost of park or entrance fees, currency, transportation costs, including the cost of itinerary amendments in the interests of Client safety, fuel, overflying charges, airport charges and increases in scheduled airfares. TTL will absorb a sum equal to 2% of the holiday cost excluding insurance premiums and amendment charges should a surcharge be necessary. The Client will have to pay any sum in excess of this 2% but if the surcharge results in an increase of more than 10% of the holiday cost excluding insurance premiums and amendment charges the Client may cancel the booking within 7 days notification of the surcharge and obtain a full refund of all money paid to TTL except for any holiday insurance premium and amendment fees.**

**TTL reserves the right to correct errors in both advertised and confirmed prices. This will be done as soon as TTL becomes aware of the error. Should there be an obviously incorrect price shown we will issue a new invoice and will not be bound by the price quoted on the incorrect invoice.**

1. **Travel Insurance**

**Travel insurance is mandatory for all Clients whilst on a holiday operated by TTL. Clients together with their personal property including baggage are at all times solely at their own risk. Clients are wholly responsible for arranging their own insurance. A suitable insurance policy should provide adequate cover for medical expenses arising through illness or accident prior to or during the holiday, including evacuation and repatriation in an emergency (with a minimum level of cover of £2,000,000), and loss of holiday monies through cancellation or curtailment of the holiday for insurable reasons. Clients should ensure that there are no exclusion clauses limiting protection for the type of activities in their tour. The travel insurance cover automatically provided with credit card purchases does not provide adequate cover as standard. Proof of adequate insurance may be requested at the start of your tour and failure to provide this may result in the Client being prevented from joining the tour.**

1. **Passports, Visas and Vaccinations**

**It is the responsibility of the Client to be in possession of a valid passport, visa permits, inoculations and preventative medicines as may be required for the duration of the holiday. Information about these matters or related items is given in good faith but without responsibility on the part of TTL.**

**Passport and visa requirements may change and the Client must check the up to date position in good time before departure. A full British passport presently takes approximately 2 to 6 weeks to obtain. If the Client is not a British citizen or holds a non- British passport, they must check passport and visa requirements with the embassy or consulate of the country(ies) to or through which they are intending to travel.**

**We cannot accept any liability if the Client is refused entry onto any transport or into any country due to failure on the Client’s part to carry all required documentation including an acceptable passport and any necessary visa(s) and/or health certificate. If failure to have any necessary documentation results in fines, surcharges or other financial penalty being imposed on us or costs or expenses being incurred by us, the Client will be responsible for reimbursing us accordingly.**

1. **Age, Fitness and Participation**

**All Clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen holiday as described on the website or in the itinerary. No unaccompanied minors (those under 18 years of age) can be accepted on holidays operated by TTL however minors can accompany their parents or guardian on holidays operated by TTL. TTL reserves the absolute right to decline a booking at their discretion.**

**Clients agree to accept the authority and decisions of TTL’s employees, tour guides and agents whilst on tour with TTL. If in the opinion of such person the health or conduct of a Client before or after departure appears likely to endanger the safe, comfortable or happy progress of a holiday, the Client may be excluded from all or part of the holiday without refund. In the case of ill health TTL may make such arrangements as it sees fit and recover the costs from the Client.**

**It is the Client’s responsibility to ensure they seek professional medical advice before travelling and to be aware of and to take all necessary health precautions and preventative measures. Details are available from the Client’s GP surgery and from the National Travel Health Network and Centre (**[**www.nathnac.org**](http://www.nathnac.org/)**). Information on health is contained in the Department of Health leaflet T7 (Health Advice for Travellers) available from the Department of Health by telephone on 0870 1555455 or via its website**[**www.dh.gov.uk**](http://www.dh.gov.uk/)**and from most post offices. Health requirements and recommendations may change and the Client must check the up to date position in good time before departure.**

1. **Local Laws**

**All participants in holidays operated by TTL are expected to obey the laws and regulations of the countries visited and any failure to do so will relieve TTL of all obligations that they may otherwise have under these booking conditions.**

1. **Illness or Disability**

**Anyone suffering from illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the holiday. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the holiday in which case all monies paid will be forfeit. If medical conditions change after booking, the client must inform TTL of these changes.**

**If the chosen holiday includes a cruise or excursions or transfers by boat of any sort the Client must make it known at the time of booking if he/she is unable to swim. This will not prevent the Client from participating in the holiday but will enable TTL to take additional precautions for the Client’s safety at such times as may be appropriate.**

1. **If you have a Complaint**

**If the Client has a complaint about any of the holiday arrangements the Client must bring it to the attention of the tour guide or other representative of TTL at the time so that they may use their best endeavours to rectify the situation. It is only if TTL is made aware of any problems that there will be the opportunity to put things right. Failure to complain on the spot will result in the Client’s ability to claim compensation from TTL being extinguished or at least reduced. Should the problem remain unsolved a complaint must be made in writing to TTL within 28 days of the completion of the holiday.**

1. **Our Responsibilities**

**The holidays operated or supplied by TTL have been designed to provide participants with an exposure to the true nature of the environment visited and therefore involve an element of personal risk and exposure to potential hazards over and above those associated with normal ‘package’ holidays.**

**All bookings are accepted on the understanding that such risks and hazards are appreciated by the Client and that they undertake all tours, treks and other activities at their own volition.**

1. **Where the Client does not suffer personal injury, TTL accepts liability should any part of the holiday arrangements booked with TTL not be supplied as described on this website and not be of reasonable standard. In such a case, TTL will pay reasonable compensation if the Client’s enjoyment of the holiday arrangements has been adversely affected but will pay no compensation if there has been no fault on the part of TTL or its suppliers and the reason for the failure in the holiday arrangements was the Client’s fault, the actions of someone unconnected with the holiday arrangements or could not have been foreseen or avoided by TTL or its suppliers even if all due care had been exercised.**
2. **Where the Client suffers death or personal injury as a result of an activity forming part of the tour arrangements booked with TTL, TTL accepts responsibility unless there has been no fault on TTL’s part or its suppliers and the cause was the Client’s fault, the actions of someone unconnected with the holiday arrangements or one which neither TTL nor its suppliers could have anticipated or avoided even if all due care had been exercised.**
3. **TTL’s acceptance of liability to pay compensation pursuant to clauses 15.1 and 15.2 above is limited, in the case of air travel, rail travel, sea travel or hotel accommodation, to the amount set out in the provisions of, respectively, the Warsaw Conventions as amended by the Hague Protocol 1955, the 1961 Berne Convention, the 1974 Athens Convention and the 1962 Paris Convention.**
4. **TTL’s acceptance of liability in clauses 15.1 and 15.2 above is subject to assignment by the Client to TTL of the Client’s rights against any agent, supplier or sub-contractor of TTL which is in any way responsible for the unsatisfactory holiday arrangements or the Client’s death or personal injury.**
5. **This programme is issued on the sole responsibility of TTL and has been compiled with reasonable care. It is not issued on behalf of, and does not commit any airline whose flights form part of the arrangements. Where air travel on inclusive holidays in this programme is available by scheduled carriers, their responsibility is limited in accordance with their conditions of carriage.**

**When assessing whether holidays will operate, TTL uses information from local offices in conjunction with advice from the British Foreign and Commonwealth Office. The Foreign and Commonwealth Office publishes regularly updated travel information on its website**[**www.fco.gov.uk/knowbeforeyougo**](http://www.fco.gov.uk/knowbeforeyougo)**which you are recommended to consult before booking and in good time before departure**

1. **Flight Bookings**

**TTL will use its best endeavours to ensure that all flight prices are correct at the time that they are quoted. Once a deposit is paid on an airfare, it guarantees that a booking is being held for you, it DOES NOT GUARANTEE the fare. The fare can only be guaranteed when the flight booking has been paid for in full and a ticket has been issued. Flight bookings cannot be transferred.**

1. **In accordance with EU Directive (EC) No 20111/2005 Article 9, we are required to bring to the Client’s attention the existence of a ‘Community List’ which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at**[**http://ec.europa.eu/transport/air-ban/list\_en.htm**](http://ec.europa.eu/transport/air-ban/list_en.htm)**. We are also required to advise the Client of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate the Client’s flight(s) at the time of booking. Where we are only able to inform the Client of likely carrier(s) at the time of booking, we will inform the Client of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after the Client’s booking has been confirmed will be notified to the Client as soon as possible. If the carrier(s) with whom the Client has a confirmed reservation become subject to an operating ban as above as a result of which we/the carrier are unable to offer the Client a suitable alternative the provisions of clause 4 will apply.**
2. **We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with the Client’s flight. The flight timings shown on our website and/or detailed on the Client’s confirmation invoices are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.**
3. **Specific instructions relating to departure and travel arrangements will be sent with the Client’s air or other travel tickets approximately 2 weeks before departure. The Client must accordingly check the tickets very carefully immediately on receipt to ensure the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched – we will contact the Client as soon as possible if this occurs. It is the Client’s responsibility to check the return flight times whilst the Client is travelling as we may not able to contact the Client once s/he starts travelling.**
4. **Any change in the identity of the carrier, flight timings and/or aircraft type (if advised) will not entitle the Client to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.**
5. **If the Client’s flight is cancelled or delayed, their flight ticket is downgraded or boarding is denied by the airline, depending on the circumstances, the airline may be required to pay the Client compensation, refund the cost of the Client’s flight and/or provide the Client with accommodation and/or refreshments under EC Regulation No 261/2004 – The Denied Boarding Regulations 2004. Where applicable the Client must pursue the airline for the compensation or other payment due to them.**
6. **Your Financial Security**

**Your payment to TTL is made directly to a client trust account, supervised by an independent trustee. The trustee is a Banker, Chartered or Certified Accountant, or Solicitor appointed by the Travel Trust Association, a trade association that provides financial protection for the consumer. Your funds are held in this account and may not be released unless you receive your holiday or your funds are released to another company that becomes responsible and provides for your financial protection. This means that in the very unlikely event that TTL ceases to trade, your money is safe. For more information and to verify our membership (Q6327) please visit**[**www.traveltrust.co.uk**](http://www.traveltrust.co.uk/)**.**

1. **ATOL Protection**

**When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.**

**We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).**

**If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.**

1. **Data Protection**

**The treatment of your data is extremely important to us and is detailed in our privacy policy, which can be accessed through our website** [**http://www.tribaltracks.co.uk/privacy-policy**](http://www.tribaltracks.co.uk/privacy-policy)**.**

1. **Governing Law and Jurisdiction**

**This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.**

**The parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).**