

## PREMIER IT : MASTER SERVICE TERMS

### 1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words shall have the following meanings:

**Access Codes:** the user name, password and other identifying details by which the Customer's authorised Users and Administrators access the System.

**Administrative Access:** the aspects of the System that are accessible by Customer's System Administrator(s), as described in the administrator's user manual.

**Annual System Licence Fees:** the fees payable by Customer to Premier annually in advance for the ongoing provision of the System Licence, plus User Access for the Maximum Number of Users, together with Software Maintenance, Application Hosting and Technical Support.

**Application Hosting:** means the part of the Service that is the preferred method of delivery of the System, where the application is delivered from servers alongside hosted applications for other clients using the full segregation features of the operating system and server software to isolate the applications and data used by different clients.

**Authorised Administrator:** means each person to whom Administrative Access to the Service is granted on behalf of the Customer.

**Bespoke Development:** means amendments or additions to the System's standard functionality to meet any Customer specific operational requirements, that cannot be achieved by Configuration. Requirements for Bespoke Development will have been noted in the Statement of Requirements.

**Business Day:** any day other than a Saturday, Sunday or English bank holiday.

**Confidential Information:** any information of a confidential nature (including trade secrets and information of commercial value) belonging to a party unless the information is public knowledge or already known to the other party at the time of disclosure or subsequently becomes public knowledge other than by breach of this Agreement or subsequently comes lawfully into the possession of the other party from a third party.

**Configuration:** means preparation of the standard System software in accordance with the Implementation and Configuration Document, this normally limited to the amendment of editable fields to reflect the customers operational terminology and specifically excludes the addition of existing functionality or the amendment of existing functionality, (see Bespoke Development).

**Customer:** the customer identified in the Scoping Document.

**Data:** means all information relating to System Administrators and Users that is stored by Premier IT as part of the Service from time to time.

**GDPR:** means the General Data Protection Regulation.

**Fees:** the fees payable by Customer to Premier IT under this Agreement.

**Implementation and Configuration Document:** means a document prepared by Premier IT in consultation with the Customer (as soon as practically possible following the execution of this Agreement) that provides a comprehensive record of the agreed functionality of the System and details the Customers Configuration requirements. The Implementation and Configuration Document will also detail any additional features or functionality requested by the Customer that are additional to or at variance with the features and functionality detailed in the Statement of Requirements. The Implementation and Configuration Document must be signed by the Customer's authorised person before Premier will proceed with the Implementation of the System.

**Implementation:** means delivery of the standard System software in accordance with the Implementation and Configuration Document, this is normally limited to the provision to the Customer of Prototype and Test System, (or Test System only) project management and related technical services.

**Intellectual Property Rights:** means all patents, trademarks, registered designs (and any applications for any of the foregoing), copyright (including rights in software, whether object code and source code), database right, unregistered design right, rights in and to trade names, business names, domain names, product names and logos, databases, inventions, discoveries, know-how and any other intellectual or industrial

property rights in each and every part of the world together with all applications, renewals, revisions and extensions.

**Initial Term:** upon signature by the Parties, plus 3 (THREE) years from the System Release Date.

**Liability:** means any and all liability of Premier IT in contract, tort (including, without limitation, negligence) or otherwise whether arising out of, in connection with or in relation to the System or the supply or non-supply of the System or otherwise under or in connection with this Agreement.

**Licence Release Date (Renewal Date):** The date on which a unique licence for the software is released for the client for the commencement of development work, training or pilot use.

**Maintenance Release:** means a release of the System which corrects faults, improves existing functionality or otherwise amends or updates the System but which does not constitute an Update or an Upgrade new version. the operation of a Maintenance Release requires the Customer to already possess an existing licensed version of the System. A Maintenance Release is normally denoted by an increase in the last digit(s) to the right of the Version Number denoting the software e.g., 3.1.[#].

**Month:** the calendar month beginning on the date of this Agreement and then each successive calendar month.

**Premier IT:** Premier IT Partnership Limited (company number 3026314 registered in England & Wales).

**Quarter:** each period of three complete calendar months commencing on the System Release Date.

**Scoping Document:** the engagement letter, service description, purchase order or other agreed document setting out details of the Service.

**Service:** means collectively the provision of Application Hosting, Software Maintenance and Technical Support as described in the Scoping Document.

**Service Fees:** the fees levied annually due at the anniversary of the Licence Release Date for the provision of the Service, as specified in the Scoping Document.

**System Release Date:** the date that the System is provided to Customer as a live solution for commercial purposes, whether or not Customer elects from this date to release the System for its envisaged use.

**Software Maintenance:** means the part of the Service that is collectively, the provision of Maintenance Releases, and Updates, but excludes Upgrades.

**System:** the web-based training management software and administration system operated by Premier IT, including Administrative Access and User Access.

**Statement of Requirements:** means a detailed written description of the proposed System, as set out in the Scoping Document or other documents referenced in the Scoping Document. The Statement of Requirements is the basis for the Fees specified in this Agreement, but it is not a Functional Specification.

**System Administrator:** the authorised employees or officers of Customer or authorised administrative users as specified by the Customer.

**Technical Support:** means part of the Service further described in the Scoping Document which is to be provided by Premier to the Customer.

**Test System:** means a post-prototype version of the System (sometimes referred to as Beta System) prepared by Premier IT developed in accordance with the Final Implementation and Configuration Document provided to the Customer for testing and for functionality review purposes.

**Update:** means a release of the System which improves existing functionality or otherwise amends or updates the System but does not constitute a Maintenance Release or Upgrade. the operation of an Update requires the Customer to already possess an existing licensed version of the System. This is normally denoted by an increase in the digit(s) to the right of the Upgrade (new version number) and to the left of the Maintenance Release number e.g., 3.[#].1.

**Upgrade:** means a new version of the System which adds new functionality and is offered publicly or to any existing licensee of the System where the operation of the version does not require the purchaser to possess already an existing or earlier version of the Software This is normally denoted by an new version

number which is increase in the digit(s) to the left of the Update Release Number denoting the software e.g., [#].1.1.

**Users:** means an approved user of the System from time to time, usually employees of the Customer.

**User Access:** the password controlled aspects of the Service that are only accessible by Users, as described in the Statement of Requirements.

**Year:** means each period of twelve Months commencing on the System Release Date.

1.2 References to clauses are to the clauses of this Agreement.

1.3 Headings are for convenience only and shall be ignored in interpreting this Agreement.

## **2 APPOINTMENT**

In consideration of Customer agreeing to pay Premier IT the Fees, Premier agrees to provide the System and Service to Customer, subject to and on the terms of the Agreement.

## **3 ADMINISTRATIVE ACCESS**

3.1 Subject to the following provisions of this clause 3, Premier IT shall provide Administrative Access to each System Administrator.

3.2 All System Administrators must be employees or officers of Customer or authorised administrative users as specified by the Customer and agreed with Premier IT.

3.3 If any System Administrator ceases to be an employee or officer of Customer, or Customer wishes any employee or officer to cease to be an Authorised User, then Customer must notify Premier IT of this immediately.

3.4 Each System Administrator shall only be granted Administrative Access upon that System Administrator agreeing to be bound by the terms of the Security and Acceptable Use Policy.

3.5 Customer is responsible for any breach of this Agreement or of the Acceptable Use Policy, or any other misuse of the Service, by any person accessing the System using any Access Codes allocated to Customer or its System Administrators.

## **4 USER ACCESS**

4.1 Subject to clauses 3 and 4.2 Premier IT shall provide User Access to all Customers who wish to make use of the System upon approval by Customer.

4.2 Each user shall only be granted access upon that user agreeing to be bound by the applicable terms of the Security and Acceptable Use Policy.

4.3 Customer shall use the System only for its intended purpose and only by means of the online interactive user interface made available by Premier IT.

4.4 Without limitation to clause 4.3, Customer shall not:

4.4.1 attempt to copy, modify, duplicate, reverse engineer, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the System in any form or media or by any means;

4.4.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the System;

4.4.3 access (or enable any other person to access) all or any part of the System for any purposes connected with the development (or proposed or attempted development) of any software or systems with substantially the same purpose or functionality as any part of the Software;

4.4.4 create a functional specification of the System or of any part of the System;

4.4.5 use the System to provide services to third parties;

4.4.6 extract any information made available by means of the System for use, processing or display by means of any other software or systems; or

4.4.7 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the System available to any third party except Customer's Members.

## **5 FEES**

5.1 Customer shall pay Premier IT the Fees set out in the Scoping Document.

5.2 Fees from third-party providers, commissioned by the Customer or Premier IT to provide services that enable or enhance the System will be the responsibility of the commissioning party unless otherwise agreed in advance and in writing between Premier IT and the Customer.

5.3 Premier IT may increase with 30 days' advance written notice the second and any subsequent years' Annual Service Fees as

set out in the Scoping Document to reflect the costs of providing the Service where the System has subsequent to the Licence Release Date at Customer's request been (i) modified at Customer's request by Premier IT to provide additional functionality and, or (ii) at Customer's request been made available to a larger number of users than the Maximum Number of Users originally licensed as set out in the accompanying Scoping Document and, or (iii) Premier IT has created custom code to connect with third party systems.

5.4 Where the System has been modified at Customer's request by Premier IT to provide additional functionality over and above the functionality provided for the initial Licence release such annual increases to the Annual Service Fees will not exceed 30% of the aggregate costs charged to the Customer for the development of such additional functionality.

5.5 Where modifications to the System or any additional User licences as envisaged by (i) and (ii) above are released to the Customer within the 30 days' advance notice period as prescribed at clause 5.3 above the increased Annual Service Fees will be aggregated fully into the Bespoke Development fees or additional User licence Fees.

5.6 Where the System has been modified at Customer's request by Premier IT to provide connectivity to third party software such annual increases to the Annual Service Fees will be 25% of the aggregate costs charged to the Customer for the development of such connectivity. These additional fees will take effect from the date the connectivity is released and will be calculated proportionally for part years and fully for subsequent years.

5.7 Premier IT may further increase with 30 days' advance written notice the Annual Service Fees set out in the Scoping Document by notice in writing given to Customer prior to the start of that Year. Any such increase shall not exceed (in percentage terms) the average of the monthly percentage increase in the All Items Retail Prices Index, excluding Mortgage Interest Payments (RPIX) published by the Office of National Statistics since the previous increase (or, where there has been no previous increase, since the Licence Release Date).

## **6 GENERAL PAYMENT PROVISIONS**

6.1 Within 20 Business Days of the execution of this Agreement the Customer shall pay the Fees as specified in the Scoping Document in relation to the full first year fee.

6.2 Annual System and Maximum User Licence Fees will be charged and payable as follows:

6.2.1 Year 1: included with the Total Year 1 System Costs;

6.2.2 Any Additional Annual User Fees: in accordance with the Scoping Document;

6.2.3 Archived User Fees: annually in arrears, for the number of Archived Users at the end of the preceding Year; and

6.2.4 Additional Annual User Fees: Quarterly in arrears, as calculated in accordance with the agreed rate in the Scoping Document.

6.3 All sums payable under this Agreement are exclusive of VAT which shall be payable at the same time as the sum to which it relates.

6.4 Premier IT reserves the right to either, curtail development, decline to release the System or withdraw the System if any of the amounts detailed at Clauses 6.1, 6.2 and 6.3 above and, or any other fees properly levied on the Customer in accordance with this Agreement are not paid to Premier IT within 20 Business Days of such fees becoming due.

## **7 SERVICE STANDARDS AND WARRANTIES**

7.1 Premier IT warrants that:

7.1.1 it will provide the Service with care and skill; including routinely scanning the service for viruses in accordance with the Technical Support provisions of the Scoping Document;

7.1.2 it will ensure that the Service is available at all times seven days a week, in accordance with the Technical Support provisions of the Scoping Document and subject to Clauses 7.1.3, 7.1.4 and 7.2;

7.1.3 it will use reasonable care to avoid unnecessary periods of unavailability save for periods of routine maintenance which will be restricted to within the hours of 03:00 and 06:00;

7.1.4 that where Premier IT requires to effect other planned maintenance work to the System, for example an Update to the System and for operational reasons this work needs to be executed during hours other than those specified at Clause 7.1.3 above, Premier IT will advise

the Customer in writing of this requirement with no less than five Business Days notice specifying the date, time and expected duration of the planned maintenance, approval of which will not unreasonably be withheld by the Customer.

7.2 Without limitation to clause 7.3:

7.2.1 Customer acknowledges that it has assessed for itself the suitability of the System and Service for its requirements and that the Statement of Requirements represents as far as is reasonably possible a full and accurate representation of its requirements from the System and Service; and

7.2.2 Premier IT takes no responsibility for any Internet response rates or availability that may affect access to the Service, or for any other problems arising directly or indirectly from the limitations, delays, delivery failures and other problems inherent in the use of the Internet.

7.3 The warranties and conditions stated in this Agreement are in place of all other warranties, conditions or other terms, whether express or implied, statutory or otherwise, all of which are expressly excluded, including, without limitation, any implied warranties or conditions as to satisfactory quality, fitness for a particular purpose or as to the use of reasonable skill and care.

**8 LIMITATION OF LIABILITY, WARRANTIES AND INDEMNITIES**

8.1 Premier IT and the Customer each represents and warrants to the other that:

8.1.1 it is duly organised and validly existing under the laws of England and is authorised to enter into this Agreement and perform its obligations hereunder;

8.1.2 the person signing this Agreement on its behalf is duly authorised;

8.1.3 neither the execution of this Agreement by it or performance by it of their terms hereof violate or will violate any Agreement or laws by which it is or may be affected and this Agreement is enforceable against it in accordance with its terms;

8.1.4 any information supplied to the other is free of any third party rights, and indemnifies the other party, who received that information, against all or any claims that may arise from the use of the supplied content;

8.2 Nothing in this Agreement shall limit Premier IT's liability for:

8.2.1 personal injury or death caused by its negligence; or

8.2.2 fraudulent misrepresentation.

8.3 Subject to clause 8.2:

8.3.1 Premier IT's Liability for loss or damage to any tangible property caused by the negligence of its employees shall be limited to a maximum amount of £5,000,000 per event or series of connected events;

8.3.2 Premier IT shall have no Liability for loss of revenue; loss of actual or anticipated profits (including for loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage to or corruption of data (whether such losses or damage were foreseen, foreseeable, known or otherwise);

8.3.3 neither party shall have any Liability for any indirect or consequential loss or damage howsoever caused; and

8.3.4 each party's Liability in respect of all claims arising during each Year will be limited to the total Fees payable by the Customer to Premier IT in respect of that Year.

8.4 For the purposes of clause 8.3.4, the first Year begins on the date of this agreement and continues for three years from the System Release Date.

**9 TERMINATION**

9.1 This Agreement shall come into effect on the date of this Agreement and shall remain in force until terminated by either party giving the other not less than three months' notice in writing, such notice to expire not earlier than the last day of the Initial Term or once the Initial Term has been completed such notice to expire not earlier than the last date of each successive period.

9.2 This Agreement will be extended for further successive periods of 12 months commencing at the expiry of the Initial Term unless notice is received four months prior to the successive period.

9.3 Either party may give notice in writing to the other terminating this Agreement with immediate effect if:

9.3.1 the other party commits any material breach of any of the terms of this Agreement and (if such a breach is

remediable) fails to remedy that breach within 30 days of that party being notified of the breach; or

9.3.2 if an order is made or a resolution is passed for the winding up of the other party or if an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or if a receiver is appointed of any of the other party's assets or undertakings or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order or if the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

9.4 Premier IT will not withhold the transfer of licence to a different legal entity following a change of name or operating circumstances resulting from a take-over, merger or other reconstruction following such circumstances as envisaged by clause 9.3.2 or other reorganisation.

9.5 Customer will not withhold the transfer of the benefit of the Agreement to a different legal entity following a change of the operating circumstances of Premier IT resulting from a take-over, merger or other reorganisation; provided that following such a change in the operating circumstances of Premier IT none of the following circumstances exist which could represent an unacceptable risk to the Customer:

9.5.1 change(s) to key personnel at Premier IT whom the Customer reasonably believes are essential to the successful continuance of the Agreement, or

9.5.2 that following such a change in operating circumstances the Customer reasonably believes its rights as generally envisaged by the Agreement are or will be prejudiced

9.6 Notice under this clause 9 may not be validly given by email.

**10 EFFECTS OF TERMINATION**

10.1 Termination of this Agreement however caused shall be without prejudice to any rights or liabilities accrued at the date of termination.

10.2 The following provisions of this Agreement shall survive termination: 1, 8, 10, 11, 12, 13, 14, 15 and 16.

10.3 Upon termination of this Agreement (at any time for any reason):

10.3.1 Premier IT shall supply to Customer a copy of the Data in a standard database format and Customer shall acknowledge receipt of that Data promptly in writing; and

10.3.2 upon that acknowledgement by Customer of receipt by Customer of the Data, Premier IT shall irrevocably delete all electronic copies of the Data.

10.4 Customer will make no attempt to decompile, reverse engineer or other way seek to copy or reproduce the System at any time before or after termination of this Agreement.

**11 CONFIDENTIALITY**

11.1 Each party agrees and undertakes that during the term of this Agreement and thereafter it will keep confidential and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party any Confidential Information which may become known to that party from the other party.

11.2 To the extent necessary to implement the provisions of this Agreement each party may disclose Confidential Information of the other party to those of its employees as may be reasonably necessary or desirable provided that before any such disclosure each party shall make those employees aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance by those employees with them.

**12 DATA**

12.1 The parties agree that in relation to all processing of Data carried out in terms of this Agreement, Customer is the data controller and Premier IT is the data processor (as those terms are defined in the GDPR).

12.2 Premier IT acknowledges that any and all Data processed by Premier IT in terms of this Agreement belongs to Customer and that Premier IT has no right in or to Data other than to use it in accordance with the provisions of this Agreement.

12.3 Premier IT undertakes that it will act only on the instructions of the Customer in relation to the processing of any Data and that it will only use the Data for the purposes of providing and administering the Service in accordance with this Agreement.

12.4 If Premier IT receives any complaint, notice or communication which relates directly or indirectly to the Processing of Data it shall immediately notify Customer and it shall provide Customer with full co-operation and assistance in relation to any such complaint, notice or communication.

- 12.5 Premier IT shall promptly inform Customer if any Data is lost or destroyed or becomes damaged, corrupted or unusable. Premier IT will restore such Data at its own expense.
- 12.6 Premier IT warrants, undertakes and represents to the Customer that in Processing the Data:
- 12.6.1 It will keep the Data confidential;
  - 12.6.2 it is complying and will comply with the terms of the GDPR as though it itself was the Data Controller;
  - 12.6.3 that it will have appropriate operational, technical and organisational measures in place at all times to safeguard against any unauthorised access, loss, destruction, theft, use, damage or disclosure of the Data;
  - 12.6.4 it will otherwise comply with the obligations relating to the technical and organisational security of personal data imposed by the GDPR; and
  - 12.6.5 it will not transfer any of the Data to a country outside the European Economic Area.
- 12.7 In particular Premier IT will ensure that it has in place:
- 12.7.1 physical security by means of locked and access restricted storage facilities of the database server;
  - 12.7.2 connectivity security by means of firewalls for both hardware and software, preventing any unauthorised connection to Premier IT from outside the building; and
  - 12.7.3 database security by means of encrypted login names and passwords preventing unauthorised login.
- 12.8 Subject to the terms of this Clause 12, Customer agrees to comply with the obligations as to instructions for the processing of personal data which are imposed on data processors by the General Data Protection Regulation.
- 13 NOTICES**
- 13.1 Any notice or other communication given under this Agreement shall be in writing and shall be served by one of the following methods:
- 13.1.1 delivering it personally;
  - 13.1.2 sending it by registered first-class post;
  - 13.1.3 by fax; or
  - 13.1.4 subject to clause 13.4, by email; or
- to the address and for the attention of the relevant party set out in the Scoping Document (or as otherwise notified by that party to the other party from time to time).
- 13.2 Subject to clause 13.3, any such notice or other communication shall be deemed to have been received:
- 13.2.1 if delivered personally, at the time of delivery;
  - 13.2.2 in the case of registered first-class post, 48 hours from the time of posting;
  - 13.2.3 in the case of fax, at the time of transmission; and
  - 13.2.4 in the case of email, twelve hours after sending.
- 13.3 If deemed receipt under clause 13.2 occurs other than between the hours of 9am and 5pm (at the recipient's local time) on a Business Day, then the notice shall be deemed to be received at 9am on the next Business Day.
- 13.4 Any notice or other communication given under any clause that expressly excludes service of such notice by email (including without limitation Clause(s) 7 and 9) shall not be validly served if sent by email.
- 14 INTELLECTUAL PROPERTY**
- 14.1 The Customer shall at all times retain ownership of its Intellectual Property Rights that existed prior to this Agreement and in the elements of any Bespoke Development created by Premier IT in the course of providing the System and Services for the Customer that may reasonably be viewed as specific to the Customer or regarded as Confidential Information as described at Clause 11 of this Agreement. Premier IT hereby expressly acknowledges the Customer's ownership of its Intellectual Property Rights and will do nothing inconsistent with such ownership and agrees not to use or permit such to be used by any person under its control without the prior written consent of the Customer.
- 14.2 Subject to clause 14.1, Premier IT shall retain ownership of all its Intellectual Property Rights in any materials that existed prior

to this Agreement which it may provide or disclose in full or in part to the Customer in providing the System and the Services the Customer hereby expressly acknowledges Premier IT's ownership of its Intellectual Property Rights and will do nothing inconsistent with such ownership.

## **15 MARKETING**

Please note that, unless specified in writing otherwise, the Customer will agree to reasonable use of its name and visual representations for ongoing promotional purposes.

## **16 GENERAL**

### **16.1 Assignment**

Neither party shall without the prior written consent of the other party assign, transfer, charge or deal in any other manner with this Agreement or its rights under it or part of it, or purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement.

### **16.2 Subcontractors**

Premier IT may use subcontractors as set out in the Scoping Document or as otherwise agreed by the Customer (such agreement not to be unreasonably withheld).

### **16.3 No Partnership or Agency**

16.3.1 Nothing in this agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties or to authorise either party to act as agent for the other.

16.3.2 Neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

### **16.4 Entire Agreement**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to it. Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.

### **16.5 Freedom to Contract**

The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under this Agreement.

### **16.6 Waiver**

The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.

### **16.7 Severability**

16.7.1 If any provision of this agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

16.7.2 If any provision of this agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

### **16.8 Rights of Third Parties**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### **16.9 Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the exclusive jurisdiction of the English Courts.