

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 11 (LIMITATION OF LIABILITY).

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Certificate: a document provided by the Supplier to the Customer confirming that the Delegate has completed the Course.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 8 (Charges and payment).

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 15.6.

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

Course: the training course provided by the Supplier in accordance with these Conditions.

Course Materials: course material, training manual, test papers, accreditation guides, examination papers, Certificates, and such other materials produced by the Supplier.

Course Specification: the contents of the Course available on the Website from time to time.

Course Start Date: the day on which the Supplier is to start the provision of the Services, as set out in the Order.

Customer: the person or firm who purchases the Services or Course Materials from the Supplier.

Customer Default: has the meaning set out in clause 6.4.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Delegate: means the person(s) who attends the Course with the permission of the Customer.

Force Majeure Event: has the meaning set out in clause 15.1.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from,

such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the Services or Course Materials as set out in the Customer's purchase order form, or the Customer's written acceptance of a quotation by the Supplier, or overleaf, as the case may be.

Services: the services supplied by the Supplier to the Customer as set out in the Course Specification, to include the provision of the Course, accreditation training services, and the Support Services (where ordered) but excluding consultancy or advisory services.

Supplier: Train-A-Lift Limited registered in England and Wales with company number 01298366 whose registered office is at Highdown House, Highdown Road, Leamington Spa, England, CV31 1XT.

Support Services: the support, guidance and mentoring service for ITSSAR Category 1 Instructors known as Training Angel, including the Course Materials, supplied by the Supplier to the Customer as set out in the Course Specification, to exclude consultancy services.

Venue: means a location where a Course shall be delivered or such other location as shall be set out in the Order or as shall be directed by the Supplier

Website: <http://www.train-a-lift.co.uk/> or such other website used by the Supplier from time to time where the Services are offered or described.

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email but not fax.

2. Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase the Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter, advertising or Course Specification issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures or Website, are issued or published for the sole purpose of giving an approximate idea of the Services and the Course Materials described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. Course Materials

- 3.1 The Supplier does not warrant or represent that the contents of the Course Materials are accurate nor that the Course Materials do not contain any errors, omissions, inaccuracies or discrepancies.
- 3.2 The Supplier reserves the right to amend the Course Specification and Course Materials without notice at any time, for any reason. The Supplier shall be under no obligation to provide the Customer with copies of any revised Course Materials.

4. Supply of Services

- 4.1 The Supplier shall provide the Course to the Customer in accordance with the Course Specification in all material respects.
- 4.2 The Course shall be delivered at the Venue.
- 4.3 The Supplier shall use all reasonable endeavours to deliver the Course on the Course Start Date. In the event of a change to the Course Start Date, the Supplier will endeavour to give the Customer as much notice as reasonably practicable.
- 4.4 The Supplier reserves the right to amend the Course Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 4.5 The Supplier gives no warranties and makes no representations in relation to the Services.
- 4.6 The Supplier does not warrant that the Services are fit for the Customer's purpose and meet the Customer's requirements.

5. Supply of Course Materials

- 5.1 The Supplier will only supply Course Materials to Customers for their internal training needs and only where a person delivering the internal training has attended one of the Supplier's Courses as a Delegate.
- 5.2 Neither the Customer, the person providing the training or any other person shall re-sell the Course Materials, or use them, or any adaptation or modification to them to provide external courses to third parties not employed or engaged by the Customer.
- 5.3 The Supplier only supplies the Course Materials for internal use by the Customer's business, and the Customer undertakes not to copy, duplicate, redistribute, republish, translate, use any part of the Course Materials for any resale purposes, or create any derivative works or incorporate the Course Materials in any other work for commercial use or exploitation.
- 5.4 Where the Supplier reasonably suspects that the Course Materials are being used other than as authorised by this clause 5 or that they have been resold, copied, adapted or modified in contravention of this clause 5 it shall have the right to terminate the Customer's use of the Course Materials and to demand their immediate return.

6. Customer's obligations

- 6.1 The Customer shall:

- (a) ensure that the terms of the Order are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) (where the Venue is the Customer's premises) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) (where the Venue is the Customer's premises) prepare the Customer's premises for the supply of the Services;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (g) comply with all applicable laws, including health and safety laws;
- (h) ensure that the Services are fit for the Customer's purpose and meet the Customer's requirements;
- (i) ensure that all the Customer's Equipment is in good working order and suitable for the purposes of which it is used and conforms to all relevant United Kingdom standards or requirements including making LOLER inspection records available for observation by the instructor; and
- (j) ensure that the maximum number of Delegates that it authorises to use the Services shall not exceed the number of Delegates set out in the Order;
- (k) comply with any additional obligations as set out in the Course Specification.

6.2 The Customer warrants to the Supplier that it has entered into this Contract in the normal course of business and not for domestic or personal use.

6.3 In order to protect the legitimate business interest of the Supplier, the Customer covenants with the Supplier that it shall not at any time, say anything which may be harmful to the reputation of the business of the Supplier, whether defamatory or otherwise. If the Customer has any complaints or concerns with the manner in which the Services have been provided, or the content of the Course, or the Course Materials, it should contact the Supplier in accordance with clause 15.1.

6.4 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer, illness or non-availability of anyone to deliver the Course for whatever reason, or failure of the Customer's Equipment, or failure by the Customer to perform any relevant obligation **(Customer Default)**:

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 6.4; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

7. Delegates

7.1 The Supplier reserves the right to refuse entry or require a Delegate to cease participation in the Course if:

- (a) a Delegate fails to follow instructions given by the Supplier;
- (b) a Delegate acts in a manner in which the Supplier believes may cause injury to another Delegate, the Supplier, a third party, or themselves, or might otherwise cause a risk or potential risk to health and safety;
- (c) in the Supplier's opinion, a Delegate is unfit to participate in the training due to the consumption of alcohol, the use of drugs or any injury or illness;
- (d) a Delegate uses obscene, offensive, hateful, or inflammatory language to another Delegate or the Supplier or any other person;
- (e) a Delegate uses violent, threatening or abusive behaviour or invades another's privacy, or causes annoyance, inconvenience or needless anxiety to another Delegate or the Supplier or any other person;
- (f) a Delegate harasses, upsets, embarrasses, alarms or annoys any other person or in the opinion of the Supplier is likely to do so;
- (g) a Delegate is not sufficiently competent (in the reasonable opinion of the Supplier) to be capable of completing the Course.

8. Charges and payment

8.1 The price for the Course Materials shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of the Order, together with all postage and packaging charges which shall be paid in full when placing the Order.

8.2 The Charges for the Services:

shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's price list as at the date of the Order.

8.3 Save where the Supplier agrees to invoice the Customer for the Charges (in which case clauses 8.4 and 8.6 shall apply), the Customer shall pay for the Services immediately upon placing the Order.

8.4 Where the Supplier provides the Customer with credit terms, the Supplier shall invoice the Customer upon acceptance of the Order.

8.5 Notwithstanding clause 8.4, the Supplier may in its absolute discretion still require the Customer to pay a non-refundable deposit or payment on account towards the Charges, of 50% of the total Charges and no Services

shall be provided until the Supplier has received the deposit or payment on account, in cleared funds from the Customer.

- 8.6 The Customer shall pay each invoice submitted by the Supplier within 30 days of the date of that invoice in full and in cleared funds to a bank account nominated in writing by the Supplier or by debit or credit card, and time for payment shall be of the essence of the Contract.
- 8.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 8.8 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 12:
- (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.8 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
 - (b) the Supplier will be under no obligation whatsoever to either deliver the Services, permit access to the Venue to the Delegate, provide the Course or provide the Certificate
- 8.9 If clause 8.3 or 8.5 applies, the Supplier will be under no obligation whatsoever to provide the Services to the Customer.
- 8.10 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 9. Intellectual property rights**
- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.
- 9.2 Where the Customer purchases the Course Materials, the Supplier grants to the Customer, or shall procure the direct grant to the Customer of a non-exclusive, revocable licence during the term of the Contract to use the Course Materials (excluding materials provided by the Customer) within the United Kingdom for the sole purpose of delivering internal training to the Customer's own personnel. The said licence will terminate immediately where the Course Materials are updated or revised by the Supplier. In that event, the Customer will be required to purchase new Course Materials, if it wishes to continue to use the Course Materials in accordance with this clause 9.2.
- 9.3 The Customer shall not sell, mortgage, charge, sub-license, assign or otherwise transfer the rights granted in clause 9.2.

10. Data protection

- 10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 10, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.
- 10.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the controller and processor.
- 10.3 Without prejudice to the generality of clause 10.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.
- 10.4 Details of how the Supplier will process personal information are set out in its privacy policy, a link to which will be found on the Website.

11. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 11.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £5,000,000 (five million pounds) per claim for professional indemnity, £5,000,000 (five million pounds) per claim for public liability, and £10,000,000 (ten million pounds) per claim for employers liability. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 11.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 11.3 Unless the Customer agrees to order the Support Services, the Supplier's total liability to the Customer shall not exceed 100% of the Charges. The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract. The Customer acknowledges and accepts that this limitation of liability is fair and reasonable given that it may at any time purchase the Support Services.
- 11.4 In the event that the Customer purchases the Support Services, the Supplier's total liability to the Customer shall not exceed the greater of the total sum (if any) paid to the Customer by the Supplier's insurers in settlement or satisfaction of a claim under the Contract for which the Supplier has insurance or 100% of the total Charges paid by the Customer to the Supplier under the Contract.
- 11.5 Subject to clause 11.2, the following types of loss are wholly excluded:

- (i) Loss of profits
- (ii) Loss of sales or business.
- (iii) Loss of agreements or contracts.
- (iv) Loss of anticipated savings.
- (v) Loss of use or corruption of software, data or information.
- (vi) Loss of or damage to goodwill.
- (vii) Indirect or consequential loss.
- (viii) the travelling expenses, hotel costs, subsistence and any associated expenses incurred by the Delegate and Customer.

11.6 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

11.7 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire three months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

11.8 This clause 11 shall survive termination of the Contract.

12. Termination

12.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party written notice prior to the Course Start Date.

12.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (b) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (c) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

12.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment; or
- (b) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of the Customer being notified in writing to do so.

12.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of the Course Materials under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 12.2(a) to clause 12.2(c), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

13. Consequences of termination

13.1 On termination of the Contract the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services ordered and Course Materials supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

13.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

13.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

14. Refunds

14.1 If the Customer terminates the Contract under clause 12.1, it shall pay the following cancellation fee to the Supplier :

Cancellation Date	Cancellation Fee (Cancellation Fee)
5 Business Days or less before the Course Start Date	100% of the Charges

14.2 Where the Customer has paid the Supplier a deposit when ordering the Services, the amount of any such deposit shall be set off against the Cancellation Fee. Where payment for the Services have been paid in full, and the amount of the Cancellation Fee is less than the payment received from the Customer for those Services, the Supplier shall, subject to clause 14.3 pay any refund of the Charges to the Customer within 20 Business Days.

14.3 The Customer accepts and acknowledges that no refunds will be offered or given by the Supplier if:

- (a) a Delegate acted negligently, maliciously, with wilful misconduct, or otherwise without due care and attention so as to cause the Delegate's removal;

- (b) a Delegate fails to attend at the Venue at the Course Start Date and at the time specified in the Order or such other date and time as the Supplier shall communicate to the Customer;
 - (c) if the Supplier refuses entry or asks a Delegate to cease participation in the Course under clause 7.
- 14.4 The Supplier reserves the right to change the Course Start Date, the start time of the Course or the Venue. No refunds will be given in the event of such change of Course Start Date or time of the Course, or Venue where the Customer is unable to attend the Course for whatever reason.
- 14.5 All refunds are subject to the authorisation of the Supplier.

15. General

15.1 **Complaints.** If the Customer is dissatisfied with any course either it or a Delegate has attended, the Customer shall contact the Supplier by telephone on 024 7646 9024 to discuss the matter in the first instance. Thereafter, if the matter is not resolved, it shall implement the complaints procedure set out on the Website.

15.2 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control, to include non-attendance by the Supplier's staff (**Force Majeure Event**).

15.3 Assignment and other dealings.

- (a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

15.4 Confidentiality.

- (a) The Customer undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the Supplier, except as permitted by clause 15.4(b).
- (b) The Customer may disclose the Supplier's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out its obligations under the Contract. The Customer shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the Supplier's confidential information comply with this clause 15.4; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) The Customer shall not use the Supplier's confidential information for any purpose other than to perform its obligations under the Contract.

15.5 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

15.6 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15.7 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15.8 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15.9 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting [or at the time recorded by the delivery service.
- (c) Service of a notice under this clause 15.9 by fax or email shall not be valid.
- (d) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

15.10 Third party rights.

(a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

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

15.12 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.