

Consultancy Service – Terms and conditions

The Terms and Conditions below apply to all consultancy work carried out by Cornwall Insight. If you have any queries or concerns, please contact our Principal Consultant before placing your Purchase Order.

1. INTERPRETATION

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.

Charges: the charges payable by the Client for the supply of the Services in accordance with clause 5.

Client: the person or firm who purchases Services from Cornwall Insight.

Client Default: has the meaning set out in clause 4.2.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 13.4.

Contract: the contract between Cornwall Insight and the Client for the supply of Services in accordance with these Conditions.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.

Cornwall Insight: Cornwall Insight Limited, registered in England and Wales with company number 05379768.

Data Controller: has the meaning given to it in the Data Protection Legislation.

Data Processor: has the meaning given to it in the Data Protection Legislation.

Data Protection Legislation: all applicable statutes, laws, secondary legislation, rules, regulations and guidance from a Supervisory Authority (or its UK equivalent) relating to privacy, confidentiality, security, direct marketing or data protection of Personal Data or corporate data (including any national laws implementing any such legislation (including Directives 95/46/EC, 2002/58/EC and 97/66/EC)), including the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI2003/2426), the Regulation of Investigatory Powers Act 2000 and the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and, from implementation, the General Data Protection Regulation.

Data Subject: has the meaning given to it in Data Protection Legislation.

Engagement Letter: the description or specification of the Services provided in writing by Cornwall Insight to the Client.

General Data Protection Regulation (GDPR): Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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 Client's order for Services as set out in the Client's purchase order or the Client's written acceptance of Cornwall Insight's Engagement Letter, as the case may be.

Personal Data: has the meaning given to it in the Data Protection Legislation.

Project: the project as set out in the Engagement Letter, which requires the Services.

Services: the consultancy services supplied by Cornwall Insight to the Client as set out in the Engagement Letter.

Supervisory Authority: has the meaning given to it in the Data Protection Legislation.

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 any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(b) Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(c) A reference to writing or written includes email.

2. COMMENCEMENT AND BASIS OF CONTRACT, AND PRE-CONTRACT CONFIDENTIALITY

2.1 The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when Cornwall Insight issues written acceptance of the Order via an order acknowledgment form at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 Any samples, drawings, descriptive matter or advertising issued by Cornwall Insight, including any discussions (whether in writing or otherwise) prior to the issue of a formal Engagement Letter by Cornwall Insight, are made for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract nor have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, including in particular any terms which the Client seeks to impose in any purchase order or similar.

2.5 Any quotation given by Cornwall Insight (whether in the Engagement Letter or otherwise) shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

2.6 Notwithstanding the prior provisions of this clause 2, the provisions of clause 12 shall apply prior to the commencement of any Contract at the Client's request, provided that written confirmation (including by email) has been given by Cornwall Insight to that effect, at which point the confidentiality provisions shall apply from the time such confirmation is sent.

3. SUPPLY OF CONSULTANCY SERVICES

3.1 Cornwall Insight shall supply the Services to the Client in accordance with the Engagement Letter.

3.2 Cornwall Insight shall use all reasonable endeavours to meet any performance dates and milestones specified in the Engagement Letter (or as otherwise subsequently agreed in writing), but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 Cornwall Insight shall have the right to make any changes to the Services which are necessary to comply with any applicable law or regulatory requirement, or which do not materially affect the nature or quality of the Services.

3.4 Cornwall Insight warrants to the Client that the Services will be provided using reasonable care and skill.

4. CLIENT'S OBLIGATIONS

4.1 The Client shall:

(a) ensure that the terms of the Order, and any information it provides which Cornwall Insight relies upon to prepare the Engagement Letter, are complete and accurate;

(b) co-operate with Cornwall Insight in all matters relating to the Services, including any particular client obligations as set out in the Engagement Letter;

(c) (if necessary in order for Cornwall Insight to provide the Services) provide Cornwall Insight, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by Cornwall Insight;

(d) provide Cornwall Insight with such information and materials as Cornwall Insight may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

(e) obtain and maintain all necessary licences, permissions and consents which may be

required before the date on which the Services are to start;

(f) in relation to the provision of training Services, to prepare the Client's premises for the supply of the Services; and

(g) comply with any additional obligations as set out in the Engagement Letter.

4.2 If Cornwall Insight's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):

(a) Cornwall Insight shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays Cornwall Insight's performance of any of its obligations;

(b) Cornwall Insight shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Cornwall Insight's failure or delay to perform any of its obligations as set out in this clause 4.2; and

(c) the Client shall reimburse Cornwall Insight on written demand for any costs or losses sustained or incurred by Cornwall Insight arising directly or indirectly from the Client Default.

5. TRAINING

5.1 Where the Services include training Services, the following provisions shall also apply.

5.2 The Charges for the training services may be included within the general scope of works specified in the Engagement Letter or alternatively may be quoted separately.

5.3 Where a bespoke training programme has been agreed (ie, a training programme that is not advertised on Cornwall Insight's website from time to time or any training that has been modified in any way for the Client), Cornwall Insight reserves the right to charge the Client in full for the costs of providing the training in the event that the Client cancels the training programme for any reason following the Commencement Date.

5.4 Where Cornwall Insight has agreed to provide one of its standard training programmes "in-house" for the Client, then:

(a) if the Client cancels the training programme more than 10 Business Days before the training programme is due to commence, Cornwall shall refund the cost of the training programme; and

(b) if the Client cancels the training programme more than 2 Business Days before the training programme is due to commence, the cost of the training programme remains payable in full but the Client may re-book the training (or any similar standard training programme, at Cornwall Insight's discretion) free of charge within 6 months of the original training commencement date subject to the availability of the personnel used by Cornwall Insight to provide the training; and

(c) if the Client cancels the training programme less than 2 Business Days before the training programme is due to commence, the cost of the training shall be payable in full.

5.5 The following provisions apply if training is to be provided at third-party premises:

(a) all costs and expenses payable to the provider of the third-party premises shall be met by the Client in accordance with Cornwall Insight's usual expenses policy;

(b) whilst Cornwall Insight will use reasonable endeavours to cancel any booking, if a fee

remains payable to a third-party following cancellation by the Client, the Client shall be responsible for any fees payable;

(c) Cornwall Insight shall not be liable for any cancellation or other disruption to the training that is caused because of an issue with the third-party premises (Training Venue) that is outside of Cornwall Insight's control;

(d) Cornwall Insight shall incur no liability in relation to the Training Venue or such other services provided by the Training Venue which remains the responsibility of the Training Venue provider/owner, and the Client and its attendees must follow all instructions given by the Training Venue provider, including in particular any health and safety requirements.

5.6 The views of any training presenter (whether given during question and answer sessions or otherwise) during the training programme are the presenter's own views given from his understanding of the training material provided and no warranty is given as to the accuracy or otherwise of such views.

5.7 Where there is any conflict between the provisions of this clause 5 and the remainder of the provisions of these Conditions, then in relation to training Services, the provisions of this clause 5 shall prevail.

6. CHARGES AND PAYMENT

6.1 The Charges for the Services shall be on a time basis:

(a) the Charges shall be calculated in accordance with Cornwall Insight's standard daily fee rates, as set out in the Engagement Letter.

(b) Cornwall Insight's standard daily fee rates for each individual are calculated on the basis of a seven and a half-hour day from 9.00 am to 5.00 pm worked on Business Days;

(c) If it becomes necessary for Cornwall Insight to provide work by individuals whom it engages on the Services outside the hours referred to in clause 6.1(b), it shall be entitled to charge an overtime rate as agreed in advance.

(d) Unless otherwise agreed in the Engagement Letter or in writing by the parties, Cornwall Insight shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom Cornwall Insight engages in connection with the Services including, but not limited to, travelling expenses (plus a 15% surcharge), hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Cornwall Insight for the performance of the Services, and for the cost of any materials.

6.2 Cornwall Insight reserves the right to increase its standard daily fee rates, provided that such charges cannot be increased more than once in any 12 month period. Cornwall Insight will give the Client written notice of any such increase 4 weeks before the proposed date of the increase. If such increase is not acceptable to the Client, it shall notify Cornwall Insight in writing within 4 weeks of the date of Cornwall Insight's notice and Cornwall Insight shall have the right without limiting its other rights or remedies to terminate the Contract by giving 4 weeks' written notice to the Client.

6.3 Cornwall Insight shall invoice the Client on completion of the milestones in the manner as set out in the Engagement Letter or, if not specified, on completion of the Project.

6.4 The Client shall pay each invoice submitted by Cornwall Insight:

(a) within 30 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by Cornwall

Insight, and time for payment shall be of the essence of the Contract.

6.5 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by Cornwall Insight to the Client, the Client shall, on receipt of a valid VAT invoice from Cornwall Insight, pay to Cornwall Insight 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.

6.6 If the Client fails to make any payment due to Cornwall Insight under the Contract by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 4% per cent per annum above Lloyds Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

6.7 The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Cornwall Insight may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Cornwall Insight to the Client.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Cornwall Insight unless otherwise stated in the Engagement Letter. The Services are provided for the sole internal use of the Client and may not be copied or distributed to any third party without Cornwall Insight's written consent.

7.2 The Client agrees to use all reasonable endeavours to protect all Intellectual Property Rights arising as a result of the Services and to assist Cornwall Insight in protecting those rights upon request.

7.3 The Client acknowledges that, in respect of any third party Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on Cornwall Insight obtaining a written licence from the relevant licensor on such terms as will entitle Cornwall Insight to license such rights to the Client.

8. DATA PROTECTION

8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

8.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and Cornwall Insight is the Data Processor.

8.3 Without prejudice to the generality of clause 8.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Cornwall Insight for the duration and purposes of the Contract.

8.4 Without prejudice to the generality of clause 8.1, Cornwall Insight shall, in relation to any Personal Data processed in connection with the performance by Cornwall Insight of

its obligations under the Contract:

- (a) process that Personal Data only on the written instructions of the Client, unless Cornwall Insight is required by the laws of any member of the European Union or by the laws of the European Union applicable to Cornwall Insight to process Personal Data (“Applicable Laws”). Where Cornwall Insight is relying on Applicable Laws as the basis for processing Personal Data, Cornwall Insight shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Cornwall Insight from so notifying the Client;
 - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - (d) not transfer any Personal Data outside of the European Economic Area without the Client’s prior written consent;
 - (e) assist the Client, at the Client’s cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with any Supervisory Authority or regulator;
 - (f) notify the Client without undue delay on becoming aware of a Personal Data breach;
 - (g) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Contract unless required by Applicable Law, or there is some other legitimate reason, to store the Personal Data; and
 - (h) maintain records and information to demonstrate its compliance with this clause 8.4.
- 8.5 The Client consents to Cornwall Insight appointing any third party (as Cornwall Insight may choose from time to time) as a third-party processor of Personal Data under the Contract. Cornwall Insight confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 8. As between the parties, Cornwall Insight shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 8.5.

9. LIMITATION OF LIABILITY

9.1 Nothing in the Contract shall limit or exclude Cornwall Insight's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

9.2 Subject to clause 9.1, Cornwall Insight shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of damage to goodwill; and
- (g) any indirect or consequential loss.

9.3 When providing the Services, Cornwall Insight makes use of information gathered from a variety of sources (including from market participants and information in the public domain) that has not been subject to independent verification by Cornwall Insight. Whilst Cornwall Insight considers that the information supplied from its sources is accurate, no warranty can be given as to the accuracy of the same and Cornwall Insight shall not be responsible for any errors arising as a result of such information being incorrect or inaccurate.

9.4 Unless expressly agreed in the Engagement Letter, Cornwall Insight makes no warranty as to the results to be obtained from the Client's use of the Services for any particular purpose.

9.5 Subject to clause 9.1, Cornwall Insight's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total amount of Charges paid under the Contract.

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

9.7 This clause 9 shall survive termination of the Contract.

10. TERMINATION

10.1 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party one month's written notice.

10.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 28 days of that party being notified in writing to do so;
- (b) 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;
- (c) 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
- (d) 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.

10.3 Without limiting its other rights or remedies, Cornwall Insight may terminate the

Contract with immediate effect by giving written notice to the Client if:

- (a) the Client fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 28 days after being notified to make such payment; or
- (b) there is a change of Control of the Client.

10.4 Without limiting its other rights or remedies, Cornwall Insight may suspend provision of the Services under the Contract or any other contract between the Client and Cornwall Insight if the Client becomes subject to any of the events listed in clause 10.2(b) to clause 10.2(d) or Cornwall Insight reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract on the due date for payment.

11. CONSEQUENCES OF TERMINATION

11.1 On termination of the Contract by Cornwall Insight pursuant to clause 10.1, the Client shall immediately pay to Cornwall Insight all of Cornwall Insight's outstanding unpaid invoices.

11.2 On termination for any reason other than by Cornwall Insight pursuant to clause 10.1 the Client shall immediately pay to Cornwall Insight all of Cornwall Insight's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Cornwall Insight shall submit an invoice, which shall be payable by the Client immediately on receipt.

11.3 The following provisions shall also apply on termination of the Contract for any reason:

- (a) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, 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; and
- (b) clauses which expressly or by implication survive termination shall continue in full force and effect.

12. CONFIDENTIALITY

12.1 Both the Client and Cornwall Insight intend to disclose information to the other for the purposes of Cornwall Insight providing any quotation, the Engagement Letter, and/or the Services.

12.2 The recipient of such confidential information (Recipient) undertakes not to use the confidential information for any purpose except in relation to the Project.

12.3 The above undertaking does not apply to:

- (a) any information which is or in future comes into the public domain (unless as a result of a breach of this clause); or
- (b) any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient.

12.4 Nothing in this clause shall prevent a Recipient from making any disclosure of information as required by law or by any competent authority.

12.5 A Recipient shall, on request from the other party, return all copies and records of any confidential information disclosed by the other party to the Recipient and will not retain any copies or records of the confidential information so disclosed (unless to the extent that

the Recipient requires documents that it has produced itself for its own records and such records contain confidential information, in which case those documents may be retained for the Recipient's internal record-keeping purposes only).

12.6 Nothing in these Conditions grants the Recipient any licence, interest, or right in respect of any Intellectual Property contained in the confidential information except to use the confidential information in connection with the Project.

12.7 The undertakings in this clause 12 shall continue in full force for three years from:

- (a) the date of completion of the Project; or
- (b) (if the Project is abandoned prior to completion) the confirmation given in clause 2.6.

12.8 If Cornwall Insight and the Client enter into a separate signed non-disclosure or confidentiality agreement (either before or after the Commencement Date), then the terms of that agreement shall supersede the terms of this clause 12.

13. GENERAL PROVISIONS

13.1 Force majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract (save for any obligation to make a payment) if such delay or failure result from events, circumstances or causes beyond its reasonable control.

13.2 Assignment and other dealings.

(a) Cornwall Insight may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

(b) The Client shall not, without the prior written consent of Cornwall Insight, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

13.3 Entire agreement.

(a) This agreement 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 agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

13.4 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.5 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- (a) waive that or any other right or remedy; or
- (b) prevent or restrict the further exercise of that or any other right or remedy.

13.6 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.

13.7 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, or commercial courier.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.7(a); 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 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.8 Third parties. No one other than a party to the Contract shall have any right to enforce any of its terms.

13.9 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.

13.10 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.