



# **TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES - SCHOOLS**

August 2023

*To be reviewed: August 2024*

**The School's attention is particularly drawn to the provisions of clause 11.**

## **1. INTERPRETATION**

**1.1 Definitions.** In these Conditions, the following definitions apply:

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

**Charges:** the charges payable by the School for the supply of the Services in accordance with clause 7.

**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 15.7.

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

**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:** written confirmation by the School in the form of a signature on these Conditions and any accompanying Specification that they require the Supplier to provide Services.

**School:** the person or firm who purchases Services from the Supplier.

**Services:** means the tuition and other educational services agreed to be provided by the Supplier to the School as set out in the Specification.

**Specification:** the description or specification of the Services agreed in writing between the Supplier and the School, which shall include details of the Services and the identities of the Student(s) and Tutor(s), so far as then known;

**Student:** means the person to whom Services are agreed to be provided;

**Supplier:** Savvy Education Limited, also trading as Savvy Tutors, registered in England and Wales with company number 08399252.

**Supplier Materials:** has the meaning set out in clause 4.1(i).

**Tutor/Mentor:** any tutor or mentor introduced by the Supplier to the School for the purpose of providing any of the Services.

1.2 **Construction.** In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision 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;
- (d) 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; and
- (e) a reference to **writing** or **written** includes faxes and e-mails.

## 2. **BASIS OF CONTRACT**

2.1 The Order constitutes an offer by the School to purchase 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 The Contract constitutes the entire agreement between the parties. The School acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the School seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 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. SUPPLY OF SERVICES**

3.1 The Supplier shall supply the Services to the School in accordance with the Specification in all material respects.

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the '**Support Agreement**', but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the School in any such event.

3.4 The Supplier warrants to the School that the Services will be provided using reasonable care and skill and in compliance with all applicable statutory and regulatory requirements.

### **4. SCHOOL'S OBLIGATIONS**

4.1 The School shall:

- (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the School's premises, office accommodation and other facilities as reasonably required by the Supplier;
- (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 accurate in all material respects;
- (e) prepare the School's premises for the supply of the Services;
- (f) provide to the Supplier (and, if applicable, to any relevant Tutor), in a timely manner, any information and instructions which the Supplier or any Tutor from time to time reasonably request to enable the Services to be performed in accordance with this

Contract. If the School fails to do so, the Supplier may immediately terminate the contract for the provision of the Services (if that failure has a material detrimental impact on its ability to provide the Services) or levy an additional reasonable charge (which the School shall be obliged to pay) for any additional cost or expense incurred by the Supplier or a Tutor as a result of such failure.

- (g) where any Services are to be provided on any premises of or designated by the School or the Student, the School must provide the Tutor, in a timely manner, with sufficient details of the relevant location, ensure that appropriate access is available to the Tutor at all relevant times and that such premises are suitable and safe for the provision of the Services. No charge shall be levied on or paid by the Supplier or any Tutor for or in relation to the provision of any such premises.
- (h) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
- (i) keep and maintain all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the School's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

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

- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the School remedies the School Default, and to rely on the School Default to relieve it from the performance of any of its obligations to the extent the School 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 School arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the School shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the School Default.

## **5. CANCELLATION**

- 5.1 If a Student is unable, because of illness or other incapacity or for some other reason outside his or her reasonable control, to attend any tuition or the provision of any other Services at the time and date provided for in these Terms, the School shall give (or shall ensure that the Student shall give) as much prior written notice to that effect, both to the Supplier and any relevant Tutor, as is reasonably practicable.
- 5.2 If the Supplier is unable due to the illness or other incapacity of any Tutor or for any other reason outside of the Supplier's reasonable control, to provide any Services at the times and on the dates provided for in these Terms, the Supplier shall give (or shall ensure that each relevant Tutor shall give) as much written notice to that effect, both to the School and to each relevant Student, as is reasonably practicable.
- 5.3 Where any notice is given under paragraph 5.1 or 5.2, the School and the Supplier shall each make every reasonable effort, in conjunction with each relevant Student and Tutor, to agree a suitable alternative time and date, which shall be as soon as reasonably practicable, for the provision of the postponed Services.
- 5.4 If the Supplier and the School are unable within 5 business days after receipt of a notice under paragraph 5.1 or 5.2 to agree on a new time and date for the postponed Services, the Supplier will have no obligations to provide the postponed Services and no charge under paragraph 8 shall be made by the Supplier for the postponed Services (and any pre-paid charges shall be reimbursed to the School), unless the Student failed to attend at the agreed time and the Student and the School failed to give any notice under paragraph 5.1 more than 72 hours before the time at which the postponed Services were originally due to be provided, in which case the Supplier reserves the right to charge for the postponed Services in full.

## **6. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS**

- 6.1 The parties acknowledge that the Supplier is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 6.2 The Supplier shall:
- (a) ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated

activity undertaken through the Disclosure and Barring Service;  
and

- (b) monitor the level and validity of the checks under this clause 4.2 for each member of staff.
- (c) not employ or engage the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.

6.3 The Supplier warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Supplier in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

6.4 The Supplier shall immediately notify the School of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 4 have been met.

6.5 The Supplier shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the Service Users.

## **7. TUTORS**

7.1 The Supplier will seek to ensure the suitability of Tutors introduced by it to the School for the performance of Services by (amongst other things) obtaining confirmation of the Tutor's identity, his or her relevant experience, training and qualifications and of any authorisation and clearances (including from the Disclosure and Barring Service (DBS)) which may be required by law or by any relevant professional body. The Supplier will not carry out DBS checks for Tutors. The Supplier will use its best endeavours to ensure that Tutors are in possession of a valid enhanced disclosure check for Regulated Activity undertaken through the Disclosure and Barring Service; and that Tutors do not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Students, but Tutors are responsible for their DBS Checks being up to date, thereafter.

- 7.2 If at any stage during performance of the Services, the School has concerns about the competence, qualifications, suitability or performance of any Tutor providing any Services, it must notify its concerns to the Supplier as soon as reasonably practicable, and the Supplier will then endeavour, in consultation with the School, to satisfy those concerns (including, where appropriate and reasonably practicable, by seeking to provide an alternative Tutor to perform some or all of the unperformed Services).
- 7.3 Subject to the other paragraphs under this heading, the Supplier shall have no liability for any loss or damage arising directly or indirectly from any act or omission of any Tutor introduced by the Supplier and providing any of the Services.
- 7.4 The Tutors are not employees or agents of the Supplier and, save where expressly provided for in this Contract, no Tutor has any power or authority to increase, reduce, or vary the Services as set out or referred to in the Order and these Terms or to alter or waive any of these Terms or any of the provisions of the Order Confirmation, or to bind or commit the Supplier in any way.
- 7.5 Nothing in this Contract shall exclude or limit in any way the Supplier's liability for death or personal injury caused by its negligence; or for its fraud or fraudulent misrepresentation; or for any breach of the obligations implied by section 2 of the Supply of Good and Services Act 1982; or for any losses for which the Supplier is prohibited to limit liability by section 7 of the Consumer Protection Act 1987; or for any other matter for which it would be illegal or unlawful for the Supplier to exclude or limit or attempt to exclude or limit its liability.

## **8. CHARGES AND PAYMENT**

- 8.1 The Charges for the Services shall be on a time and materials basis:
- (a) the Charges shall be calculated in accordance with the Supplier's standard hourly fee rates, as set out in the **'Support Agreement'**; and
  - (b) the Supplier shall be entitled to charge the School for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.



- 8.2 The Supplier reserves the right to increase its standard hourly/daily fee rates, provided that such charges cannot be increased more than once in any 6 month period. The Supplier will give the School written notice of any such increase two months before the proposed date of the increase. If such increase is not acceptable to the School, it shall notify the Supplier in writing within four weeks of the date of the Supplier's notice and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving four weeks' written notice to the School.
- 8.3 The Supplier shall invoice the School on agreement of the Services (set price) or monthly in arrears (no end date).
- 8.4 The School shall pay each invoice submitted by the Supplier:
- (a) within 30 days of the date of the invoice; and
  - (b) in full and by cheque or in cleared funds to a bank account nominated in writing by the Supplier, and

time for payment shall be of the essence of the Contract.

- 8.5 All amounts payable by the School 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 the Supplier to the School, the School 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.
- 8.6 If the School fails to make any payment due to the Supplier under the Contract by the due date for payment, then the School shall pay interest on the overdue amount at the rate of 4% per cent per annum above Lloyds Bank'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 School shall pay the interest together with the overdue amount.
- 8.7 The School 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). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the School against any amount payable by the Supplier to the School.

## **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 The School acknowledges that, in respect of any third party Intellectual Property Rights, the School's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the School.
- 9.3 All Supplier Materials are the exclusive property of the Supplier.

## **10. CONFIDENTIALITY**

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 10 shall survive termination of the Contract.

## **11. LIMITATION OF LIABILITY: THE SCHOOL'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 11.1 Nothing in these Conditions shall limit or exclude the Supplier'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).

11.2 Subject to clause 11.1:

- (a) the Supplier shall under no circumstances whatever be liable to the School, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Supplier's total liability to the School in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed usual limit of PII.

11.3 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.

11.4 This clause 11 shall survive termination of the Contract.

## **12. TERMINATION**

12.1 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party three months' written notice.

12.2 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 7 days of that party being notified in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that

other party with one or more other companies or the solvent reconstruction of that other party;

- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2(b) to clause 12.2(i) (inclusive);
- (k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- (l) the other party's financial position deteriorates to such an extent that in the Supplier's opinion the School's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (m) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

12.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the School

if the School fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 30 days after being notified in writing to do so.

- 12.4 Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Contract or any other contract between the School and the Supplier if the School becomes subject to any of the events listed in clause 12.2(b)) to clause 12.2(m), or the Supplier reasonably believes that the School is about to become subject to any of them, or if the School fails to pay any amount due under this Contract on the due date for payment.

### **13. CONSEQUENCES OF TERMINATION**

On termination of the Contract for any reason:

- (a) the School shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the School immediately on receipt;
- (b) the School shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the School fails to do so, then the Supplier may enter the School's premises and take possession of them. Until they have been returned, the School shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) 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
- (d) clauses which expressly or by implication survive termination shall continue in full force and effect.

### **14. FORCE MAJEURE**

- 14.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule,

regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

14.2 The Supplier shall not be liable to the School as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

14.3 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than four weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the School.

## **15. GENERAL**

### **15.1 Assignment and other dealings.**

- (a) The Supplier 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 School shall not, without the prior written consent of the Supplier, 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.

### **15.2 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 (if it is a company) or its principal place of business (in any other case) 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, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
- (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 15.2(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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

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

### 15.3 **Severance.**

- (a) 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.
- (b) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

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

15.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

15.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

15.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Supplier.

- 15.8 **Governing law.** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 15.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).