



THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 10 (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.

Change Order: has the meaning given in clause 5.1

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

Completion Date: has the meaning given in clause 2.3.

Conditions: these terms and conditions as amended from time to time in accordance with clause 17.

Contract: the contract consists of the Quotation and these Conditions.

Contract Date: has the meaning given in clause 2.2.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

Customer: the person or firm who purchases Services from PA Collacott.

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

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, 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.

PA Collacott: P.A.C Electrical Services Limited registered in England and Wales with company number 02117640.

PA Collacott Materials: has the meaning set out in clause 4.1.7.

Quotation: the quotation for the Services provided by PA Collacott to the Customer.

Services: the services, including the materials and equipment, supplied by PA Collacott to the Customer as set out in the Quotation or otherwise set out in writing.

UK 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.

1.2 Interpretation:

1.2.1 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.

1.2.2 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England at the date of this Contract.

1.2.3 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.

2. COMMENCEMENT AND DURATION

2.1 The Quotation shall be deemed accepted on the earlier of:

2.1.1 the Customer agreeing to the Quotation and PA Collacott issuing a written confirmation that the Quotation has been agreed;

2.1.2 any instruction by the Customer to PA Collacott which is consistent with a requirement to fulfil or accept the Quotation;

at which point and on which date the Contract shall come into existence (**Contract Date**).

2.2 The Contract shall commence on the Contract Date and, subject to clause 11, shall terminate on the Completion Date.



- 2.3 The Completion Date shall be the earlier of the following:
- 2.3.1 completion of the Services as set out in the Quotation; or
 - 2.3.2 confirmation from the Supplier confirming that the works have been certified by the National Inspection Council for Electrical Installation Contracting.

3. SUPPLY OF SERVICES

- 3.1 PA Collacott shall use reasonable endeavours to supply the Services to the Customer, in accordance with this Contract in all material respects.
- 3.2 PA Collacott shall use reasonable endeavours to meet any performance dates specified in the Quotation but any such dates shall be estimates only and time for performance by PA Collacott shall not be of the essence of this Contract.
- 3.3 PA Collacott shall use reasonable endeavours to observe health and safety and security requirements that apply at any of the Customer's premises and that have been communicated to it in writing, provided that it shall not be liable under this Contract if, as a result of such observation, it is in breach of any of its obligations under this Contract.
- 3.4 PA Collacott warrants to the Customer that the Services will be provided using reasonable care and skill.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
 - 4.1.1 co-operate with PA Collacott in all matters relating to the Services;
 - 4.1.2 provide PA Collacott, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by PA Collacott;
 - 4.1.3 provide PA Collacott, in a timely manner, with such information and materials as PA Collacott may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 4.1.4 prepare the Customer's premises for the supply of the Services;
 - 4.1.5 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;
 - 4.1.6 comply with all applicable laws, including health and safety laws;
 - 4.1.7 keep all materials, equipment, documents and other property of PA Collacott as set out in the Quotation (**PA Collacott Materials**) at the Customer's premises in safe custody at its own risk, maintain PA Collacott Materials in good condition until returned to PA Collacott, and not dispose



of or use PA Collacott Materials other than in accordance with PA Collacott's written instructions or authorisation; and

- 4.1.8 comply with any other relevant obligations.
- 4.2 If PA Collacott's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
 - 4.2.1 without limiting or affecting any other right or remedy available to it, PA Collacott 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 PA Collacott's performance of any of its obligations;
 - 4.2.2 PA Collacott shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from PA Collacott's failure or delay to perform any of its obligations as set out in this clause 4.2; and
 - 4.2.3 the Customer shall reimburse PA Collacott on written demand for any costs or losses sustained or incurred by PA Collacott arising directly or indirectly from the Customer Default.

5. CHANGE CONTROL

- 5.1 Either party may propose changes to the scope or execution of the Services but, no proposed changes shall come into effect until a Change Order has been signed by both parties, unless PA Collacott agrees otherwise in writing. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:
 - 5.1.1 the Services;
 - 5.1.2 PA Collacott's existing charges;
 - 5.1.3 the timetable of the Services; and
 - 5.1.4 any of the terms of this Contract.
- 5.2 If PA Collacott wishes to make a change to the Services it shall provide a draft Change Order to the Customer.
- 5.3 If the Customer wishes to make a change to the Services:
 - 5.3.1 it shall notify PA Collacott and provide as much detail as PA Collacott reasonably requires of the proposed changes, including the timing of the proposed changes; and
 - 5.3.2 PA Collacott shall, as soon as reasonably practicable after receiving the information at clause 5.3.1, provide a draft Change Order to the Customer.
- 5.4 If the parties:



- 5.4.1 agree to a Change Order, they shall sign it and that Change Order shall amend this Contract; or
- 5.4.2 are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 23 (Dispute).
- 5.5 PA Collacott may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Customer pursuant to clause 5.3 on a time and materials basis at PA Collacott's daily rates specified in the Quotation.
- 6. NON- SOLICITATION**
- 6.1 The Customer shall not, without the prior written consent of PA Collacott, at any time from the Contract Date to the expiry of six months after the termination, solicit or entice away from PA Collacott or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of PA Collacott in the provision of the Services.
- 7. CHARGES AND PAYMENT**
- 7.1 In consideration of the provision of the Services by PA Collacott, the Customer shall pay the Charges.
- 7.2 Where the Charges are calculated on a time and materials basis:
 - 7.2.1 PA Collacott's daily fee rates for each individual person as set out in the Quotation are calculated on the basis of an eight-hour day, worked during Business Hours; and
 - 7.2.2 PA Collacott shall be entitled to charge an overtime rate as set out in the Quotation on a pro rata basis for any time worked by individuals whom it engages on the Services outside Business Hours.
- 7.3 PA Collacott shall use reasonable endeavours to ensure that individuals whom it engages in relation to the Services complete time sheets to record time spent on the Services.
- 7.4 The Charges exclude the following which shall be payable by the Customer monthly in arrears, following submission of an appropriate invoice:
 - 7.4.1 the cost to PA Collacott of any materials or services procured by PA Collacott from third parties for the provision of the Services as such items and their cost are approved by the Customer in advance from time to time; and
 - 7.4.2 the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom PA Collacott engages in connection with the Services.
- 7.5 PA Collacott may increase the Charges on an annual basis with effect from each anniversary of Contract Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period, and the first such increase shall take effect



on the first anniversary of the Contract Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

- 7.6 PA Collacott shall invoice the Customer for the Charges at the intervals specified in the Quotation. If no intervals are so specified PA Collacott shall invoice the Customer at the end of each month for Services performed during that month.
- 7.7 The Customer shall pay each invoice submitted to it by PA Collacott within 30 days, or as otherwise specified in the Quotation, of receipt to a bank account nominated in writing by PA Collacott from time to time.
- 7.8 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay PA Collacott any sum due under this Contract on the due date:
- 7.8.1 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 7.8.1 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 4%;
- 7.8.2 PA Collacott may suspend all or part of the Services until payment has been made in full.
- 7.9 All sums payable to PA Collacott under this Contract:
- 7.9.1 are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
- 7.9.2 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).
- 7.10 This clause 7 survives termination of the Contract.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by PA Collacott.

9. DATA PROTECTION

- 9.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9 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 9, **Applicable Laws** means (for so long as and to the extent that they apply to PA Collacott) 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 UK Data Protection Legislation and any other law that applies in the UK.
- 9.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and PA Collacott is the processor.



- 9.3 Without prejudice to the generality of clause 9.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to PA Collacott for the duration and purposes of the Contract.
- 9.4 Without prejudice to the generality of clause 9.1, PA Collacott shall, in relation to any personal data processed in connection with the performance by PA Collacott of its obligations under the Contract:
- 9.4.1 process that personal data only on the documented written instructions of the Customer unless PA Collacott is required by Applicable Laws to otherwise process that personal data;
 - 9.4.2 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;
 - 9.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
 - 9.4.4 not transfer any personal data outside of the European Economic Area unless it complies with Data Protection Legislation;
 - 9.4.5 assist the Customer, at the Customer'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 supervisory authorities or regulators;
 - 9.4.6 notify the Customer without undue delay on becoming aware of a personal data breach; and
 - 9.4.7 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the personal data.
- 9.5 The Customer consents to PA Collacott appointing third party processors of personal data under the Contract.
- 9.6 PA Collacott, at any time on not less than 30 days' notice, revise this clause 9 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).
- 10. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**
- 10.1 The restrictions on liability in this clause 10 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.



- 10.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 10.3 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 10.3.1 death or personal injury caused by negligence;
 - 10.3.2 fraud or fraudulent misrepresentation; and
 - 10.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
 - 10.3.4 Breach of terms services
- 10.4 Subject to clause 10.3, PA Collacott's total liability to the Customer in respect of all breaches of duty occurring within any contract year shall not exceed £50,000.
- 10.5 PA Collacott has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, 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.
- 10.6 PA Collacott shall have no liability for a claim in respect of an event unless notice in writing summarising the nature of the claim has been given by the Customer to PA Collacott within a period of 12 months following the Completion Date.
- 10.7 This clause 10 shall survive termination of the Contract.

11. TERMINATION

- 11.1 Without affecting any other right or remedy available to it, PA Collacott may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 11.1.1 the Customer 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;
 - 11.1.2 the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 11.1.3 the Customer'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.
 - 11.1.4 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 14 days of that party being notified in writing to do so;



- 11.1.5 the Customer fails to pay any amount due under the Contract on the due date for payment; or
 - 11.1.6 there is a change of control of the Customer.
- 11.2 Without affecting any other right or remedy available to it, PA Collacott may suspend the supply of Services under the Contract or any other contract between the Customer and PA Collacott 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 11.1.1 to clause 11.1.6, or PA Collacott reasonably believes that the Customer is about to become subject to any of them.
- 12. CONSEQUENCES OF TERMINATION**
- 12.1 On termination of the Contract:
- 12.1.1 the Customer shall immediately pay to PA Collacott all of PA Collacott's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, PA Collacott shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - 12.1.2 the Customer shall return all of PA Collacott Materials which have not been fully paid for. If the Customer fails to do so, then PA Collacott may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 12.2 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.
- 12.3 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.
- 13. FORCE MAJEURE.**
- 13.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:
- 13.1.1 acts of God, flood, drought, earthquake or other natural disaster;
 - 13.1.2 epidemic or pandemic, including the Covid-19 pandemic;
 - 13.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - 13.1.4 nuclear, chemical or biological contamination or sonic boom;



- 13.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition or failing to grant a necessary licence or consent;
 - 13.1.6 collapse of buildings, fire, explosion or accident;
 - 13.1.7 non-performance by PA Collacott or subcontractors (other than by companies in the same group as the party seeking to rely on this clause);
 - 13.1.8 non-performance by PA Collacott, or subcontractors (other than by companies in the same group as the party seeking to rely on this clause) due to events associated with the Covid-19 pandemic.
 - 13.1.9 interruption or failure of utility service.
- 13.2 Provided it has complied with clause 13.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 13.3 the corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 13.4 The Affected Party shall:
- 13.4.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than 14 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and
 - 13.4.2 subject to clause 13.4.3, use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
 - 13.4.3 PA Collacott shall not be required to work outside of Business Hours to mitigate the effect of the Force Majeure event.
- 13.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than two months the party not affected by the Force Majeure Event may terminate this Contract by giving one months written notice to the Affected Party.
- 14. ASSIGNMENT AND OTHER DEALINGS.**
- 14.1 PA Collacott 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.



14.2 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 without the prior written consent of PA Collacott.

15. CONFIDENTIALITY.

15.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.1.

15.2 Each party may disclose the other party's confidential information:

15.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15; and

15.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

16. ENTIRE AGREEMENT.

16.1 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.

16.2 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.

16.3 Nothing in this clause shall limit or exclude any liability for fraud.

17. 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).

18. 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.

19. 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 19 shall not affect the validity and enforceability of the rest of the Contract.

20. NOTICES.

20.1 Any notice or other communication 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);

20.2 Any notice or communication] shall be deemed to have been received:

20.2.1 if delivered by hand, on signature of a delivery receipt; and

20.2.2 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

20.2.3 This clause 20 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.

21. THIRD PARTY RIGHTS.

21.1 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.

21.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

22. CONFLICT

22.1 If there is an inconsistency between any of the provisions of this Contract and the provisions of the Quotation, the provisions of the Quotation shall prevail.

23. NO PARTNERSHIP OR AGENCY

23.1 Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.



23.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24. DISPUTES

24.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it (**Dispute**), the parties shall follow the procedure set out in this clause 24.

24.2 No party may commence any court proceedings under clause 26 (Jurisdiction) (in relation to the whole or part of the Dispute until 30days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

24.3 If the Dispute is not resolved within 30 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 30 days, or the mediation terminates before the expiration of the said period of 30 days, the Dispute shall be finally resolved by the courts of England in accordance with clause 26 (Jurisdiction).

25. 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.

26. JURISDICTION.

Each party irrevocably agrees that the courts of England 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.