

## TLC PALLIATIVE CARE AT HOME CIC

**Terms and conditions for the provision of an introduction service for care providers/care workers**

**THE CARE PROVIDER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF *CLAUSE 9* (LIMITATION OF LIABILITY) AND *CLAUSE 12.9* (NO PARTNERSHIP OR AGENCY).**

### 1. Interpretation

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

#### 1.1 Definitions:

**Acceptance:** The Care Provider's written acceptance of TLC Palliative Care at Home's quotation for the provision of the Carer Introduction Services.

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

**Carer Introduction Services:** the services, including the Deliverables, supplied by the TLC Palliative Care at Home to the Care Provider as set out in the Specification.

**Care Seeker:** a person seeking palliative care services registered with the Introduction Service provided by TLC Palliative Care at Home.

**Care Services:** the provision by the Care Provider of personal care (as such term is defined in Schedule 1 of the Health and Social Care Act 2008 (Regulated Activities) Regulations 2010) services to Care Seekers or any of them who are introduced to the Care Provider as a result of the provision of the Carer Introduction Service.

**Charges:** the charges payable by the Care Provider for the supply of the Carer Introduction Services in accordance with clause 5 (Charges and payment).

**Commencement Date:** has the meaning given in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 12.4.

**Contract:** the contract between TLC Palliative Care at Home and the Care Provider for the supply of Carer Introduction Services in accordance with these Conditions.

**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.

**Care Provider:** the person or firm who purchases Carer Introduction Services from TLC Palliative Care at Home.

**Care Provider 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.

**Deliverables:** the provision to the Care Provider by TLC Palliative Care at Home of the Introduction Service.

**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.

**Introduction Service:** the service operated by TLC Palliative Care at Home to facilitate the introduction of Care Seekers in East Devon to care providers participating in the service.

**Specification:** the description or specification of the Carer Introduction Services provided in writing by TLC Palliative Care at Home to the Care Provider (and a copy of which is attached).

**TLC Palliative Care at Home:** TLC Palliative Care at Home Community Interest Company registered in England and Wales with company number 11165905.

**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:

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

## 2. Basis of contract

- 2.1 The Acceptance constitutes an offer by the Care Provider to purchase Carer Introduction Services in accordance with these Conditions.
- 2.2 The Acceptance shall only be deemed to be accepted when TLC Palliative Care at Home issues written acknowledgement of the Acceptance and confirmation of its agreement to the Care Provider's participation in the Introduction Service at which point and on which date the Contract shall come into existence.
- 2.3 Any descriptive matter or advertising issued by TLC Palliative Care at Home, and any descriptions or illustrations contained in TLC Palliative Care at Home's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Carer Introduction Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Care Provider seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by TLC Palliative Care at Home shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

## 3. Supply of Carer Introduction Services

- 3.1 TLC Palliative Care at Home shall supply the Carer Introduction Services to the Care Provider in accordance with the Specification in all material respects.
- 3.2 TLC Palliative Care at Home reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Carer Introduction Services, and TLC Palliative Care at Home shall notify the Care Provider in any such event.

- 3.3 TLC Palliative Care at Home warrants to the Care Provider that the Carer Introduction Services will be provided using reasonable care and skill.
- 3.4 The Care Provider acknowledges that in providing the Carer Introduction Services TLC Palliative Care at Home does not act for, or as an agent for any Care Seeker.
- 3.5 The Care Provider acknowledges that the Carer Introduction Services shall not include:
- (a) Entering into any contract between the Care Provider and any Care Seeker;
  - (b) Mediating any disputes between the Care Provider and any Care Seeker;
  - (c) Any warranty by TLC Palliative Care at Home to the Care Provider that any amount of introductions to Care Seekers will be provided;
  - (d) Any requirement that the Care Provider must offer any minimum amount of availability or work at any particular time.

#### **4. Care Provider's obligations**

- 4.1 The Care Provider shall:
- (a) co-operate with TLC Palliative Care at Home in all matters relating to the Carer Introduction Services;
  - (b) provide TLC Palliative Care at Home with such information and materials as TLC Palliative Care at Home may reasonably require in order to consider whether to permit the Care Provider to participate in the Introduction Service and if so, to supply the Carer Introduction Services, including all relevant certificates, personal details, qualifications and experience and details of any disciplinary action taken against the Care Provider by a regulator, and ensure that such information is complete and accurate in all material respects;
  - (c) obtain before the date on which the Carer Introduction Services are to start, and maintain for the duration of the Contract all necessary licences, permissions and consents which may be required in order for the Care Provider to be permitted to provide Care Services to any Care Seekers;
  - (d) at all times comply with all applicable laws, including health and safety laws, including (without limitation) in relation to the provision of Care Services to Care Seekers;
  - (e) at all times maintain insurance of the appropriate risks in relation to the provision of Care Services to Care Seekers at a sufficient level of cover and to provide evidence of that insurance to TLC Palliative Care at Home promptly on request; and
  - (f) comply with any additional obligations as set out in the Specification.

- 4.2 If the Care Provider is in breach of any of its obligations in these Conditions and/or TLC Palliative Care at Home's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Care Provider or failure by the Care Provider to perform any relevant obligation (**Care Provider Default**):
- (a) without limiting or affecting any other right or remedy available to it, TLC Palliative Care at Home shall have the right to suspend performance of the Carer Introduction Services until the Care Provider remedies the Care Provider Default, and to rely on the Care Provider Default to relieve it from the performance of any of its obligations in each case to the extent the Care Provider Default prevents or delays TLC Palliative Care at Home's performance of any of its obligations;
  - (b) TLC Palliative Care at Home shall not be liable for any costs or losses sustained or incurred by the Care Provider arising directly or indirectly from TLC Palliative Care at Home's failure or delay to perform any of its obligations as set out in this clause 4.2; and
  - (c) the Care Provider shall reimburse TLC Palliative Care at Home on written demand for any costs or losses sustained or incurred by TLC Palliative Care at Home arising directly or indirectly from the Care Provider Default.

## **5. Charges and payment**

- 5.1 The Charges for the Carer Introduction Services shall be calculated in accordance with TLC Palliative Care at Home's fee rates, as set out in the Acceptance.
- 5.2 TLC Palliative Care at Home reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement 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 Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
- 5.3 TLC Palliative Care at Home shall invoice the Care Provider monthly in arrears.
- 5.4 The Care Provider shall pay each invoice submitted by TLC Palliative Care at Home:
- (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 TLC Palliative Care at Home (by way of direct debit if required by TLC Palliative Care at Home); and

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

- 5.5 All amounts payable by the Care Provider under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by TLC Palliative Care at Home to the Care Provider, the Care Provider shall, on receipt of a valid VAT invoice from TLC Palliative Care at Home, pay to TLC Palliative Care at Home such additional amounts in respect of VAT as are chargeable on the supply of the Carer Introduction Services at the same time as payment is due for the supply of the Carer Introduction Services.
- 5.6 If the Care Provider fails to make a payment due to TLC Palliative Care at Home under the Contract by the due date, then, without limiting TLC Palliative Care at Home's remedies under clause 10, the Care Provider 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 5.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 5.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **6. Intellectual property rights**

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Carer Introduction Services and the Deliverables shall be owned by TLC Palliative Care at Home and the Care Provider must not use them for any purpose without the prior written permission of TLC Palliative Care at Home.
- 6.2 The Care Provider grants TLC Palliative Care at Home a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Care Provider to TLC Palliative Care at Home for the term of the Contract for the purpose of providing the Carer Introduction Services to the Care Provider.

## **7. Data protection**

- 7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 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 7, **Applicable Laws** means (for so long as and to the extent that they apply to TLC Palliative Care at Home) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.

- 7.2 The parties acknowledge that for the purposes of the Data Protection Legislation, TLC Palliative Care at Home is the controller and the Care Provider is the processor.
- 7.3 The Care Provider acknowledges that personal data held by TLC Palliative Care at Home in relation to Care Seekers is held in accordance with TLC Palliative Care at Home's privacy policy and that such privacy policy does not form part of the Contract. The Care Provider shall ensure that all Care Seekers are provided with a copy of the Care Provider's privacy notice.
- 7.4 Without prejudice to the generality of clause 7.1, each party will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any personal data to the other party for the duration and purposes of the Contract.
- 7.5 Without prejudice to the generality of clause 7.1, the Care Provider shall, in relation to any personal data processed in connection with the performance by the Care Provider of its obligations under the Contract:
- (a) process that personal data only on the documented written instructions of TLC Palliative Care at Home unless the Care Provider is required by Applicable Laws to otherwise process that personal data. Where the Care Provider is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Care Provider shall promptly notify TLC Palliative Care at Home of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Care Provider from so notifying TLC Palliative Care at Home;
  - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by TLC Palliative Care at Home, 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 (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - (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 unless the prior written consent of TLC Palliative Care at Home has been obtained and the following conditions are fulfilled:

- (i) the Care Provider or TLC Palliative Care at Home has provided appropriate safeguards in relation to the transfer;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) the Care Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
  - (iv) the Care Provider complies with reasonable instructions notified to it in advance by TLC Palliative Care at Home with respect to the processing of the personal data;
- (e) assist TLC Palliative Care at Home, at the Care Provider'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;
  - (f) notify TLC Palliative Care at Home without undue delay on becoming aware of a personal data breach;
  - (g) at the written direction of TLC Palliative Care at Home, delete or return personal data and copies thereof to TLC Palliative Care at Home on termination of the agreement unless required by Applicable Law to store the personal data; and
  - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 7.

7.6 TLC Palliative Care at Home does not consent to the Care Provider appointing any third party processor of Personal Data under the Contract.

## **8. Confidentiality**

8.1 The Care Provider undertakes that it shall keep confidential and not at any time disclose to any person any confidential information concerning any Care Seeker or the business, affairs, customers, clients or suppliers of TLC Palliative Care at Home, which may be disclosed to it under the Contract, except as permitted by clause 8.2.

8.2 The Care Provider may disclose TLC Palliative Care at Home's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Care Provider's rights or carrying out its obligations under or in connection with the Contract or in relation to the provision of Care Services to a Care Seeker. The Care Provider shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses TLC Palliative Care at Home's confidential information comply with this clause 8; and



- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3 The Care Provider shall not use any of TLC Palliative Care at Home's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract and/or the provision of Care Services to a Care Seeker.
- 9. **Limitation of liability: THE CARE PROVIDER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**
- 9.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
  - (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 9.2 Subject to clause 9.1, TLC Palliative Care at Home's total liability to the Care Provider shall not exceed the total amount of Charges payable under the Contract. TLC Palliative Care at Home's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- 9.3 This clause 9.3 sets out specific heads of excluded loss:
  - (a) Subject to clause 9.1, the types of loss listed in clause 9.3(b) are wholly excluded by the parties.
  - (b) The following types of loss are wholly excluded:
    - (i) Loss of profits
    - (ii) Loss of sales or business.
    - (iii) Loss of agreements or contracts.
    - (iv) Loss of anticipated savings.
    - (v) Loss of use or corruption of software, data or information.
    - (vi) Loss of or damage to goodwill.
    - (vii) Indirect or consequential loss.
- 9.4 TLC Palliative Care at Home has given commitments as to compliance of the Carer Introduction 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.

9.5 Unless the Care Provider notifies TLC Palliative Care at Home that it intends to make a claim in respect of an event within the notice period, TLC Palliative Care at Home shall have no liability for that event. The notice period for an event shall start on the day on which the Care Provider became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

9.6 This clause 9 shall survive termination of the Contract.

## **10. Termination**

10.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 3 months' written notice.

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

- (a) the other party 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;
- (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 affecting any other right or remedy available to it, TLC Palliative Care at Home may terminate the Contract with immediate effect by giving written notice to the Care Provider if:

- (a) the Care Provider fails to pay any amount due under the Contract on the due date for payment; or

- (b) TLC Palliative Care at Home considers (acting reasonably) that the Care Provider is no longer a suitable provider of Care Services for any reason.

10.4 Without affecting any other right or remedy available to it, TLC Palliative Care at Home may suspend the supply of Carer Introduction Services under the Contract or any other contract between the Care Provider and TLC Palliative Care at Home if the Care Provider fails to pay any amount due under the Contract on the due date for payment, the Care Provider becomes subject to any of the events listed in clause 10.2(b) to clause 10.2(d), or TLC Palliative Care at Home reasonably believes that the Care Provider is about to become subject to any of them.

## **11. Consequences of termination**

11.1 On termination of the Contract, the Care Provider shall immediately pay to TLC Palliative Care at Home all of TLC Palliative Care at Home's outstanding unpaid invoices and interest and, in respect of Carer Introduction Services supplied but for which no invoice has been submitted, TLC Palliative Care at Home shall submit an invoice, which shall be payable by the Care Provider immediately on receipt.

11.2 On termination of the Contract the Care Provider shall promptly remove all reference to participation in the Introduction Service on termination and return to TLC Palliative Care at Home any materials provided by TLC Palliative Care at Home to the Care Provider in relation to the Carer Introduction Services.

11.3 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.

11.4 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.

## **12. General**

12.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

### **12.2 Assignment and other dealings.**

- (a) TLC Palliative Care at Home may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

- (b) The Care Provider 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 TLC Palliative Care at Home.

**12.3 Entire agreement.**

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

**12.4 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).

**12.5 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.

**12.6 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.

12.7 **Notices.**

- (a) 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); or sent by email to the address as may be specified by each party to the other in writing for the purpose of communications under the Contract.
- (b) Any notice or communication shall be deemed to have been received:
  - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
  - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
  - (iii) if sent email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.7(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.8 **Third party rights.** 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. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12.9 **No Partnership or Agency.** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between 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 the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

12.10 **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.

12.11 **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.