

HM Land Registry Purchase Order Terms and Conditions

1 Interpretation

1.1 In these Conditions:

"Authority" means The Chief Land Registrar of HM Land Registry, Trafalgar House, 1 Bedford Park, Croydon, CR0 2AQ;

"Best Industry Practice" means the standards which fall within the upper quartile in the relevant industry for the provision of comparable Goods and/or Services which are substantially similar to the Goods and/or Services or the relevant part of them.

"Conditions" means the standard terms and conditions of purchase set out in this document, and includes any special terms and conditions agreed in writing between the Parties;

"Confidential Information" means information data and material of any nature which either Party may receive or obtain from each other or from any third party in connection with the operation of the Contract and which at the time of disclosure is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence, and all information that is otherwise imparted in confidence, including information which (i) comprises Personal Data (as defined in the Data Protection Act 2018); (ii) the release of which is likely to prejudice the commercial interests of the Authority or the Supplier respectively; or (iii) which is a trade secret;

"Contract" means the contract for the purchase of the Goods and/or the supply of the Services by the Supplier to the Authority and is comprised of the Conditions herein and the Authority's Specification and the Supplier's offer that the Authority has accepted and if required by the Authority additional Special Conditions drawn up by the Authority and set out in a letter;

"Contract Generated IPR" means all IPR created by the Supplier as a result of performing the Goods or Services;

"Delivery Address" means the address stated on the Purchase Order or the award letter or, any of the Authority's offices as instructed by the Authority at any time during the term of the Contract;

"DPL" means all laws applying to privacy in United Kingdom, including the Data Protection Act 2018 as supplemented by the UK General Data Protection Regulation (the "UK GDPR") and other legislation, and any related guidance and codes of practice issued by the Information Commissioner;

"Goods" means any equipment, material, articles or things supplied or to be supplied to the Authority as specified in the Purchase Order;

"IPR" means all present and future copyright, patents or patent rights registered and unregistered, design rights, trademarks, database rights, inventions and knowhow and other intellectual property rights whatsoever in the world enforceable in connection with the Goods or Services, including all extensions and renewals;

"Party/Parties" means individually or collectively as applicable either the Authority and/or the Supplier;

"Pre-existing IPR" means any IPR (embedded in any work or materials arising from the provision of the Goods or Services supplied under the Contract) vested in or licensed to the Supplier by the third party owner of any IPR prior to or independently of performance by the Supplier of its obligations under the Contract;

"Price" means the price of the Goods or Services;

"Purchase Order" means the Authority's purchase order issued in relation to the Goods or Services;

"Records" means as defined in clause 11.1;

"Services" means all the services that the Supplier is required to carry out under the Contract;

"Specification" means the Authority's requirements in relation to the Goods or Services and the Supplier's offer in response to the requirements, including any plans, drawings, data, or other information;

"Special Conditions" means additional conditions that may be incorporated into the Contract as provided under clause 2.3 below;

"Staff" means the Supplier's employees, servants, sub-contractors, or agents used to supply the Goods or perform the Services;

"Supplier" means the supplier of the Goods or Services as stated in the Purchase Order.

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted, or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 Basis of Purchase

2.1 On issue of a purchase order by the Authority, in relation to the Goods or Services, these purchase order terms and conditions shall automatically apply and shall be binding on the Supplier, unless these purchase order terms and conditions are not applicable because the Supplier has been notified of and issued with (by the Authority) other standard terms and conditions of the Authority, or has agreed in writing to alternative terms and conditions supplied by the Supplier.

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions which the Supplier has sought to or subsequently seeks to impose on the Authority. For the avoidance of doubt any terms and conditions of the Supplier, including without limitation any terms and conditions printed on any invoices or other documents submitted by the Supplier to the Authority shall not be deemed incorporated into this Contract and shall be of no effect in relation to the provision of the Goods or Services.

2.3 If the Authority requires the Supplier to comply with additional Special Conditions, such conditions shall be in writing, drawn up by the Authority, and shall be deemed to be part of this Contract. Unless otherwise expressly stated by the Authority any Special Conditions included in the Contract shall take precedence over the terms and conditions herein to the extent that there is any conflict between any of the terms herein and the provisions in the Special Conditions.

2.4 No variation to the Contract shall be binding unless agreed in writing between the authorised representatives of the Parties.

2.5 Any goods supplied by the Supplier that do not correspond with the Authority's Specification or otherwise do not comply with provisions of the Contract, may be returned by the Authority to the Supplier at the Supplier's expense.

2.6 The Supplier shall properly perform the Services with the standard of skill, care and diligence which a competent and suitably qualified person performing such services could reasonably be expected to exercise and in accordance with all relevant statutory requirements and industry best practice.

2.7 The Supplier and its Staff shall only undertake processing of "Personal Data" as defined under the DPL if instructed by the Authority to act as "Data Processor" within the meaning of the DPL as part of the performance of the Supplier's obligations under the Contract. As Data Processor, the Supplier shall perform its obligations in accordance with and so as to enable the Authority to comply with its obligations under the DPL as "Data Controller" (within the meaning of DPL). The Supplier shall take appropriate technical and organisational measures to ensure that the Personal Data is processed securely. The Supplier shall ensure that all Staff who have access to and/or process such Personal Data are obliged to keep it confidential and only process it in accordance with the Contract. The Supplier shall not transfer any Personal Data outside of the United Kingdom unless the prior written consent of the Authority has been obtained. The Supplier shall securely delete such Personal Data once it is no longer required for the performance of the Contract or for any other legal obligation. The Supplier shall notify the Authority

within twenty four hours upon becoming aware of any data loss event involving such Personal Data. The Supplier shall submit its data processing facilities for audit by the Authority and this may include supplying written particulars of the measures taken. The Supplier will complete a Data Processing Schedule and a Data Protection Impact Assessment if required by the Authority and will enter into Data Sharing agreements as appropriate.

3 Specification

3.1 The Supplier shall comply with all applicable regulations and/or other legal requirements concerning the manufacture, packaging, and delivery of the Goods and/or performance of the Services.

3.2 The Supplier shall comply with the reasonable instructions of the Authority in connection with the provision of the Goods or Services.

3.3 Timely provision of the Goods or Services shall be of the essence of the Contract.

3.4 Without prejudice to the Authority's rights to terminate this Contract the Supplier shall, at the Authority request, remedy any failure to comply with the Contract in accordance with the Authority's reasonable instructions, at no additional cost to the Authority.

3.5 All goods purchased by the Supplier on behalf of the Authority (or which will become the property of the Authority) must comply with the relevant minimum environmental standards specified in the Government Buying Standards unless otherwise specified or agreed in writing. Click on <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

4 Price and Payment

4.1 The Price of the Goods or Services shall be as offered by the Supplier to the Authority and shall be inclusive of all labour costs, equipment, materials, charges for packaging, shipping, carriage, insurance and delivery, and any duties or levies other than Value Added Tax, unless otherwise expressly stated and in the Supplier's quoted prices as accepted by the Authority.

4.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Authority in writing.

4.3 The Supplier's official invoice should be sent electronically in Portable Document Format (PDF) format to the e-mail address: apinvoices@landregistry.gov.uk within 28 days after delivery of the Goods or the Services (unless otherwise expressly stated by the Authority) and must show:

4.3.1 the Authority's Purchase Order number;

4.3.2 an Invoice number;

4.3.3 a description of the Good or Services delivered;

4.3.4 full details of price;

4.3.5 any discount allowed;

4.3.6 VAT if applicable;

4.3.7 payment details matching those provided at supplier setup.

Where the Supplier's bank account details do not match information held on record, the Authority will require verification from a secondary contact of the Supplier.

Failure by the Supplier, to submit invoices to the Authority within 28 days of delivery of the Goods or Services, as required in this clause 4 above, may result in the sums due under such invoices not being recoverable from the Authority by the Supplier, if and to the extent that the Authority, has incurred any loss as a direct consequence of the late submission of invoices by the Supplier.

4.4 Unless otherwise agreed in writing by the Authority, the payment of the Price will be made within 30 days of receipt of a correct and undisputed invoice if the Goods or Services have been delivered in accordance with the Contract.

4.5 The Authority shall be entitled to set-off against any invoice, any amount due from the Supplier under this Purchase Order or under any other contractual arrangement with the Authority.

4.6 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly extra charge. All invoices containing Value Added Tax must conform to the requirements of HM Revenue and Customs.

4.7 The Supplier shall at the request of the Authority provide all information necessary to support the invoiced amount including all relevant time sheets, details of expenses incurred, and invoices paid.

4.8 The Supplier shall be wholly responsible for all applicable taxes including income tax and national insurance and other similar contributions or taxes (together "Taxes") which may be payable out of, or as a result of the receipt of, any monies paid or payable by the Authority under this Contract.

4.9 No payment of or on account of the Contract Price shall constitute any admission by the Authority as to the Supplier's proper provision of the Goods, or Services.

4.10 The Authority shall not pay on proforma invoice and will only pay on receipt of an invoice meeting the conditions in clause 4.3.

4.11 Where the Supplier has issued an invoice and it subsequently requires adjusting, the Supplier shall issue a credit note in respect of the original invoice (in part or full). The Supplier is not permitted to cancel the initial invoice and to re-issue for the adjusted amount.

4.12 Where the Supplier is permitted to appoint a subcontractor, it must: (a) pay the subcontractor, in full, within 30 days of receipt of a valid, undisputed invoice from the subcontractor; (b) ensure, if the subcontract is wholly or substantially entered into for performance of, or to contribute to performance of, the whole or any part of the Contract, that the subcontract contains a term requiring the Supplier to pay the subcontractor in full, within 30 days of receiving a valid, undisputed invoice; and (c) allow the Authority to publish details of any defaults under clause 4.12(a).

5 Delivery

5.1 The Goods shall be delivered to and/or the Services shall be performed within business hours at the Delivery Address on the date or within the period specified in the Specification or as otherwise specified or agreed by the Authority in writing.

5.2 Where the date of delivery of the Goods and/or performance of the Services is to be specified after the placing of the Purchase Order, the Supplier shall give the Authority reasonable notice of the specified date.

5.3 A delivery note which specifies the number of the Purchase Order shall accompany each delivery or consignment of the Goods and must be displayed prominently.

5.4 If the Goods are to be delivered and/or the Services are to be performed by instalments, the Contract will be treated as a single contract and will not be severable.

5.5 The Authority shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Authority has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

5.6 The Supplier shall supply the Authority in good time with any instructions or other information required to enable the Authority to accept delivery of the Goods and/or performance of the Services.

5.7 The Authority shall not be required to return to the Supplier any packaging or packaging materials for the Goods, whether or not the Goods are accepted by the Authority.

5.8 If the Goods are not delivered and/or the Services are not performed on the due date then, without prejudice to any other remedy, the Authority shall be entitled to deduct from the Price or, if the Authority has already paid the Price, to claim from the Supplier an amount equal to the additional costs incurred by the Authority as a result of the delay.

5.9 Risk of damage to or loss of the Goods shall pass to the Authority upon delivery to the Authority in accordance with the Contract.

5.10 The property in the Goods shall pass to the Authority upon delivery, unless payment for the Goods is made prior to delivery, where it shall pass to the Authority once payment has been made and the Goods have been appropriated to the Contract.

5.11 Whilst on the Authority's premises the Supplier shall comply with the Authority's rules and regulations relating to the premises.

5.12 The Supplier shall take reasonable steps to ensure performance of the Contract does not disrupt the Authority's operations, employees or other contractors.

6 Quality Assurance

6.1 The Supplier shall operate a self-regulatory system of quality assurance and quality measures relating to the Contract in addition to any industry quality standards and the requirements in the Specification which ensures that the Goods or Services are provided in accordance with the requirements of the Contract and as part of this requirement, the Supplier shall check that information, data or software supplied pursuant to the Contract is fit for the purpose for which the Authority intends to use it.

7 Warranties and Liability

7.1 The Supplier warrants to the Authority that the Goods will:

7.1.1 be of sound materials and first-class workmanship.

7.1.2 be equal in all respects to the samples, patterns, description, or Specification provided or given by either Party.

7.1.3 be of satisfactory quality (within the meaning of the Consumer Rights Act 2015).

7.1.4 be free from defects in design, material, and workmanship and remain so for 12 months after delivery; and

7.1.5 comply with all statutory requirements and regulations relating to the sale of the Goods.

7.2 The Supplier warrants to the Authority that the Services will be performed by appropriately trained and qualified personnel, with due care and diligence, and to the standards which would reasonably be expected from a skilled and experienced Supplier engaged in the provision of services similar to the Services under the same or similar circumstances.

7.3 The Supplier will indemnify the Authority in full against the following:

7.3.1 all loss, liability, damages, costs, expenses (including legal expenses) or injury whatsoever and whenever arising caused to the Authority, or for which the Authority may be liable to third parties due to defective workmanship or unsound quality of the Goods or the Services supplied;

7.3.2 all claims in respect of death or injury to any of the Staff, to the extent that any such death or injury is attributable to any act or omission of the Supplier, while in or about the Authority's sites, or other places of business.

7.3.3 any consequential loss or damage sustained by the Authority for which the Authority may be liable, as a result of the failure of the Supplier to supply the materials or perform the Services in accordance with the terms of the Contract.

7.4 Without prejudice to any other remedy, if any of the Goods or Services are not supplied or performed in accordance with the Contract, then the Authority shall be entitled:

7.4.1 to require the Supplier to repair the Goods or to supply replacement Goods and/or remedy any failure to perform the Services in compliance with the Contract within 7 days or such other period specified by the Authority: or

7.4.2 at the Authority's sole option and whether or not the Authority has previously required the Supplier to repair the Goods or to supply any replacement Goods and/or to remedy any failure to perform Services, to treat the Contract as discharged by the Supplier's breach and require repayment of any part of the Price which has been paid.

7.5 Where the Goods are repaired under the conditions of clause 7.4.1, the Supplier warrants those repaired Goods for a further period of 12 months from the date of repair.

8 Termination

8.1 The Authority shall be entitled to terminate the Contract without liability to the Supplier by giving written notice to the Supplier at any time if:

8.1.1 the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

8.1.2 an encumbrancer takes possession of, or a receiver is appointed to, any of the property or assets of the Supplier; or

8.1.3 the Supplier dies, or ceases, or threatens to cease to carry on business; or

8.1.4 the Supplier does anything improper to influence the Authority to give the Supplier any contract or commits an offence under the Prevention of Corruption Acts 1889 to 1916; or

8.1.5 the Authority reasonably believes that any of the events mentioned above is about to occur in relation to Supplier and notifies the Supplier immediately.

8.2 For the avoidance of doubt, where the Authority terminates the Contract in accordance with the provisions of clause 8.1, the Supplier shall compensate the Authority for any losses suffered as a result of this.

8.3 The Authority may terminate the Contract for convenience at any time on giving the Supplier not less than one month's notice.

8.4 The Authority may give the Supplier written notice of its intention to terminate the Contract if the Authority considers that a termination ground listed in regulation 73(1) of the Public Contracts Regulations 2015 (SI 2015/102) or section 78(2) of the Procurement Act 2023 applies. A notice of an intention to terminate under this clause must:

8.4.1 set out which termination ground the Authority considers applies pursuant to regulation 73(1) of the Public Contracts Regulations 2015 (SI 2015/102) or section 78(2) of the Procurement Act 2023 together with the Authority's reasons for deciding to terminate on this basis;

8.4.2 invite the Supplier to make representations to the Authority about the existence of the termination ground and the Authority's decision to terminate;

8.4.3 specify the means by which, and the time by which, such representations must be made; and

8.4.4 insofar as it states the Authority's intention to terminate by reference to the status of a subcontractor under section 78(2)(b) or (c) of the Procurement Act 2023, specify a time by which the Supplier may terminate the subcontract and, if necessary, appoint an alternative subcontractor.

8.5 On expiry of the time for the Supplier to make representations under clause 8.4.3, if, after considering any representations, the Authority is satisfied that the termination ground applies, it may terminate the Contract with immediate effect by giving final written notice to the Supplier.

8.6 If the Supplier fails to fulfil their obligations under the Contract, the Authority may terminate the Contract forthwith by written notice and may recover from the Supplier any reasonable costs necessarily and properly incurred by the Authority as a consequence of termination.

8.7 On the expiry or termination of this Contract (however arising), the Supplier shall deliver to the Authority all documents, formulae, papers, drawings, software, data, specifications, reports, notes, programs, portfolios, equipment, materials of any sort, identity cards and keys which were furnished by the Authority to the Supplier, or which were prepared by or on behalf of the Supplier for the Authority in the course of providing Goods or Services under this Contract.

9. Intellectual Property Rights

9.1 Subject to Pre-existing IPR, all Contract Generated IPR shall be owned by the Authority and the Supplier shall enter into such documentation and perform such acts as the Authority may request to properly vest such Contract Generated IPR in the Authority. The Supplier hereby assigns (by way of present assignment of future Contract Generated IPR) all Contract Generated IPR.

9.2 The Supplier, hereby grants to the Authority a perpetual, royalty-free, irrevocable, nonexclusive, assignable, global licence for use, sub-licence and/or commercial exploitation of any Pre-existing IPR in the Goods and/or Services, together with the ability to sub-licence the same.

9.3 The Supplier agrees to indemnify and keep indemnified the Authority against any costs, claims, proceedings, expenses and demands arising from the use, application, supply or delivery of any process article, matter or thing supplied under the Contract that would constitute or is alleged to constitute any infringement of any IPR including third party's IPR.

10. Confidentiality

10.1 Subject to requirements by law, including, without limitation, under the Freedom of Information Act 2000 ("the FOIA"), and the Environmental Information Regulations 2004 ("EIR"), any Confidential Information supplied by the Authority to the Supplier or vice versa shall be kept confidential and shall only be used by the Supplier for the performance of its obligations under the Contract.

10.2 The Supplier shall use all reasonable efforts to assist the Authority to comply with such obligations as are imposed on the Authority by the FOIA and the EIR including providing the Authority with reasonable assistance in complying with any request for information (in connection with the Goods or Services) served on the Authority under the FOIA or the EIR.

10.3 Upon expiry or termination of the Contract for whatever reason, the Supplier shall either, immediately destroy, or at the Authority's written request, immediately return to the Authority, any Confidential Information provided to it pursuant to the Contract.

10.4 To enable the Authority to comply with transparency obligations that apply to the Authority, notwithstanding any other term of this Contract, the Supplier hereby gives its consent for the Authority to publish the Contract in the public domain in its entirety, including from time to time agreed changes to the Contract. The Authority may prior to such publication, remove any content of the Contract that would satisfy the legal tests for exempt information under the FOIA and the DPL, which includes commercially sensitive information and information which is provided in confidence. The Supplier hereby consents to the publication by the Authority of information relating to this Contract including but not limited to the Supplier's name, contract value, duration and procurement process applied to the appointment and award of the Contract.

11. Records

11.1 The Supplier will keep complete and accurate records relating to the provision of the Goods and/or Services as expressly required by this Contract or otherwise required by law or Best Industry Practice including:

11.1.1 invoices, VAT receipts and any supporting financial information;

11.1.2 all documents which this Contract expressly requires to be prepared;

11.1.3 documents relating to insurances to be maintained under this Contract, and any claims made in respect of them;

11.1.4 documents which the Supplier is required to keep by law, including in relation to health and safety matters; and

11.1.5 certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Goods and/or Services.

11.2 The Supplier will keep the Records in a form that is capable of audit by the Authority, unless a specific form is agreed in writing by the parties.

11.3 Any Records must be kept for a period of at least 6 years following the expiry or termination of this Contract.

12. General

12.1 The Supplier shall be prohibited from subcontracting, mortgaging, charging, delegating, transferring, assigning, or sub-letting, directly or indirectly, to any person or persons whatever, the whole or any portion of this Contract without the written permission of the Authority. Where the Supplier enters into a contract with a sub-contractor for the purpose of performing the Contract or any part of it with the written permission of the Authority, the Supplier shall include a term in such contract which requires payment to be made by the Supplier to the sub-contractor within a period not exceeding 30 days from receipt of a valid invoice as defined by the Contract requirements.

12.2 No waiver by the Authority of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.3 The Supplier shall not give, nor offer to give anyone employed by the Authority an inducement of any kind, or any gift that could be perceived by others to be a bribe. Any such action will constitute a breach which is considered incapable of remedy.

12.4 The Supplier and its Staff involved in the supply of Goods or Services under the Contract shall comply with the Authority's policies relevant to the performance of the Supplier's obligations under the Contract and which have been made known to the Supplier. Such policies shall include without limitation the Authority's health and safety and security policies that is effective at any time during the term of the Contract. The Supplier warrants and undertakes that the Staff engaged in performing the Contract shall have satisfactorily completed the Baseline Personnel Security Standard (BPSS) which requires verification of (i) identity (ii) employment history (iii) nationality and immigration status and (iv) unspent criminal convictions. If the Supplier is a sole trader, the Supplier will co-operate with the Authority in providing the verification information which the Authority may require to ensure that the Supplier meets the BPSS.

12.5 If any provision of these Conditions is held to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

12.6 The Supplier shall not issue any press release or make any public statement concerning the Authority, its employees, agents, commissioners, of Goods, or Services without the prior written consent of the Authority, nor shall the Supplier without the prior written consent of the Authority, advertise or disclose to third parties that it is providing Goods or Services to the Authority.

12.7 The Supplier shall comply, and shall use reasonable endeavours to ensure that its Staff shall, at all times, act in a way which is compatible with the Official Secrets Act 1911 to 1989, the Bribery Act 2010, the Human Rights Act 1998, the Equality Act 2010 and the Modern Slavery Act 2015, as amended from time to time.

12.8 Acceptance of this Purchase Order will be deemed to bind the Supplier to these Conditions and no Goods or Services shall be supplied or performed by the Supplier, its employees, agents, or representatives, except in accordance therewith.

12.9 The Contract constitutes the entire agreement between the Parties. Each Party acknowledges that in entering into the Contract it does not rely on 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.

12.10 Save for the Parties, no person shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Purchase Order and/or these Conditions.

12.11 The Supplier shall affect and maintain comprehensive insurance cover in respect of all risks that may be incurred by them in the performance of this Contract including public liability insurance, employers liability insurance, to comply with statutory requirements, and professional indemnity insurance.

12.12 Notices given under the Contract shall be given in writing and shall be served (i) by delivery to the receiving Party, effecting immediate service, (ii) by post, effecting service on the second following business day, (iii) by email, effecting service either at the time of transmission if within accepted working hours or on the following business day.

12.13 Nothing in this Contract shall be construed as creating a partnership, contract of employment or a relationship of principal and agent between the Authority and the Supplier

12.14 The following terms shall survive the termination or expiry of the Contract: Conditions 1, 7, 9, 10, 11, 12 and, without limitation to the foregoing, any other provision of the Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry.

12.15 Where required, the Authority will apply the provisions of IR35 if it is determined that they apply. This will result in the supplier invoice having the required statutory deductions made from the final payment. The Authority's decision on whether IR35 applies will be final.

12.16 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.

12.17 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.