

VOTEL TERMS AND CONDITIONS

1. Interpretation

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

1.1. Definitions:

- 1.1.1. **Booking:** the Client's booking of the Event Services procured by Votel under the Contract, as may be amended by the Client and the Supplier thereafter.
- 1.1.2. **Booking Enquiry:** Votel's enquiry with the Supplier to assess whether the Supplier would be able to provide Event Services to the Client, as more particularly detailed Votel's enquiry document supplied via the Platform.
- 1.1.3. **Business Day:** a day other than a Saturday, Sunday or public holiday in England in the case of Votel and in respect of the Supplier, in the territory of the Supplier (as applicable).
- 1.1.4. **Cancellation Charge:** the Supplier's charge to the Client in the event the Client cancels (in whole or in part) the Booking within the Cancellation Period or otherwise where the Client does not show up for the Booking.
- 1.1.5. **Cancellation Period:** the Supplier's cancellation period which allows the Client to cancel the Booking and only pay the Cancellation Charge.
- 1.1.6. **Client:** the client of Votel which Votel introduces to the Supplier for the purposes of the Event Services.
- 1.1.7. **Commission:** the percentage of the Gross Amount payable by the Supplier to Votel in accordance with clause 5.1, the amount of such commission to be as specified by Votel in the Booking Enquiry and shall in addition include VAT at the applicable rate.
- 1.1.8. **Conditions:** these terms and conditions as amended from time to time in accordance with clause 10.4.
- 1.1.9. **Confirmation:** a confirmation issued by Votel to the Supplier via the Platform, confirming that the Client wishes to proceed with the Event Services as detailed in the Booking Enquiry and the Response.
- 1.1.10. **Contract:** the contract between Votel and the Supplier for the Services in accordance with these Conditions, incorporating the terms of these Conditions, the Booking Enquiry, the Response and the Confirmation and excluding any Supplier terms and conditions in accordance with clause 2.3.
- 1.1.11. **Force Majeure:** a circumstance not within the Supplier's reasonable control including without limitation: acts of God, fire, flood, drought, earthquake or other natural disaster; epidemic or pandemic; 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; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, lockdown; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts non-performance by suppliers or subcontractors; and interruption or failure of utility service.
- 1.1.12. **Gross Amount:** means the higher of the total amount payable by the Client for the Event Services (including taxes (including without limitation VAT)) and excluding charges applied by the Supplier for audiovisual equipment supplies) as set out in the Booking Enquiry and/or the Confirmation, and any amended amount set out in any amending document agreed between the Supplier and the Client or otherwise by Votel.
- 1.1.13. **Event Services:** the provision of hotel and event rooms and venues and ancillary services.
- 1.1.14. **Overbooking:** shall mean the Supplier's cancellation of the Event Services due to booking another event.
- 1.1.15. **Platform:** Venue Directory accessible through www.venuedirectory.com.
- 1.1.16. **Response:** the Supplier's response to a Booking Enquiry.
- 1.1.17. **Services:** the introduction services supplied by Votel, connecting the Client to Supplier for the Event Services.
- 1.1.18. **Supplier:** the person or company to whom a Booking Enquiry is made and/or in respect of which a Confirmation is issued or otherwise in respect of whom a Contract subject to these Conditions is formed, in each case which procures and purchases the Services from the Votel.
- 1.1.19. **Supplier Force Majeure:** shall have the meaning set out in clause 3.1.
- 1.1.20. **Votel:** the applicable of Votel Venues Limited (a company registered in England and Wales with company number 10899295) and Votel Property Limited (a company registered in England and Wales with company number 15500217) or their respective affiliates and group companies, as specified in the Booking Enquiry and Confirmation.

1.2. Interpretation:

- 1.2.1. A reference to legislation or a legislative provision:
 - 1.2.1.1. is a reference to it as amended, extended or re-enacted from time to time; and
 - 1.2.1.2. shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.2.2. 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.
- 1.2.3. A reference to **writing** or **written** includes email.

2. Basis of contract

- 2.1. The Response constitutes an offer by the Supplier to procure and purchase the Services in accordance with these Conditions. The Supplier acknowledges and agrees that Votel is reliant upon the accuracy of the Supplier's Response and that Votel will communicate and offer the same to Clients. Accordingly, the Supplier agrees that it shall not make any changes to the Response after it has submitted the same to Votel. The Supplier shall indemnify and keep indemnified Votel against all losses, savings, costs, expenses, damages and claims it suffers or incurs arising out of the Supplier's attempt to alter, vary or otherwise withdraw the Response after it has been submitted to Votel.

- 2.2. The Response shall only be deemed to be accepted by Votel when Votel issues Confirmation at which point and on which date the Contract shall come into existence and shall continue until full completion of the Services unless otherwise terminated earlier in accordance with these Conditions.

- 2.3. These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. For the avoidance of doubt, in the event that the Supplier issues any terms and conditions in response to a Booking Enquiry, whether within the Response or otherwise, such terms and conditions shall not have any effect in relation to the Booking Enquiry, Confirmation and/or Contract and shall have no legal effect against Votel. The Supplier acknowledges and agrees that only these Conditions shall apply to the Booking Enquiry, the Response and the Contract and the underlying relationship between the parties.

- 2.4. The documents shall have the following order of precedence, in descending order of priority:

- 2.4.1. These Conditions
- 2.4.2. Contract
- 2.4.3. Confirmation
- 2.4.4. Booking Enquiry
- 2.4.5. Response.

3. Supply of Services

- 3.1. The Supplier acknowledges and agrees that the Services comprise the introduction by Votel to the Supplier of the Clients and involves the time and effort of the Votel. Accordingly, in the event that the Client changes their mind and wishes to cancel the Booking and/or the Supplier cancels the Booking due to an Overbooking and/or an event of Force Majeure Event impacting the Supplier's ability to provide the Event Services ("Supplier Force Majeure"), the Supplier acknowledges and agrees Votel will still have performed the Services and the following shall apply:
 - 3.1.1. In the event the Client cancels the Booking within the Cancellation Period the Commission shall be payable on the Cancellation Charge;
 - 3.1.2. In the event of cancellation outside of the Cancellation Period, or caused by an Overbooking or Supplier Force Majeure, 100% of the Commission set out in the Contract shall remain payable by the Supplier to Votel.
- 3.2. The Supplier acknowledges and agrees that the Client shall be responsible for the Event Services and all charges and payments in respect of the same, and that nothing in the provision of the Services shall make Votel liable or responsible in respect of the same. In respect of the Booking of the Event Services, the Supplier acknowledges and agrees that Votel does not act as a principal and only in certain circumstances expressly agreed by Votel in writing, does Votel act as an undisclosed agent on behalf of a Client, in respect of the Event Services. The Supplier further acknowledges and agrees that nothing in Votel's provision of the Services shall be deemed by the Supplier as Votel committing to accept or pay for the Event Services in its own capacity, on its own account or otherwise as a principal or other agent. Any failure or delay by the Client in respect of the Event Services shall not be deemed a failure or delay by Votel and nothing in the provision of the Services, the Booking Enquiry, Confirmation or Contract or enquiries it makes in respect of the Event Services, shall make Votel liable in respect of the same.

4. Supplier's obligations

- 4.1. The Supplier shall:
 - 4.1.1. ensure that it has fully read all of the terms of the Booking Enquiry and accepts its terms (including these Conditions) before submitting the Response and the Supplier acknowledges and agrees that by submitting a Response it warrants, represents and undertakes that it has read, understood and accepts the terms of the Booking Enquiry and these Conditions to the exclusion of any other terms it may have;
 - 4.1.2. co-operate with Votel in all matters relating to the Services and all enquiries the Client or Votel acting on the Client's behalf, may have regarding the Event Services;
 - 4.1.3. provide Votel and/or the Client with such information as Votel may reasonably require in order to supply the Services and/or to deal with enquiries the Client or Votel acting on the Client's behalf, may have regarding the Event Services, and ensure that such information is complete and accurate in all material respects;
 - 4.1.4. notify the Votel immediately in the event the following apply:
 - 4.1.4.1. there are changes to the Event Services, from that detailed in the Contract;
 - 4.1.4.2. there is a cancellation of the Booking;
 - 4.1.4.3. there is an Overbooking;
 - 4.1.4.4. there is a Supplier Force Majeure;
 - 4.1.5. prepare the Supplier's premises for the Event Services in accordance with the Contract or as otherwise agreed with the Client;
 - 4.1.6. obtain and maintain all necessary licences, permissions and consents which may be required for the Event Services before the date on which the Event Services are to start; and
 - 4.1.7. act in good faith towards Votel.

5. Commission

- 5.1. In consideration for the Services, Votel shall receive the Commission. The Commission shall apply to the exclusion of and overrides any alternative commission amount suggested or referenced elsewhere by the Supplier or otherwise routinely applied by the Supplier in similar circumstances. The Supplier warrants, represents and undertakes that before it has issued a Response, it has read the Commission amount specified by Votel on the Booking Enquiry and by submitting a Response it has and will be deemed to have agreed to it. For the avoidance of doubt the Commission shall apply to the Services and the Supplier shall not be permitted to unilaterally alter or vary it or otherwise state a different amount of Commission is payable unless otherwise expressly agreed in advance in writing by Votel.
- 5.2. Votel shall be entitled to the Commission upon issuance by Votel of the Confirmation. For the avoidance of doubt, the Commission shall be payable even if the Client does not comply with its obligation to pay for the Booking and prior

- to any funds being received by the Supplier from the Client in respect of the Booking, in accordance with the payment terms set out in the Contract.
- 5.3. The Supplier acknowledges and agrees the Commission is based on the total amount invoiced to the Client and if that total amount is higher than the amounts specified in the Booking Enquiry, Confirmation and/or Contract due amendments and additions to the Booking after the date of issue of the same, the higher amount shall apply for the purposes of calculating the Commission due to Votel.
- 5.4. Votel shall issue an invoice for the Commission after it has conducted its reconciliation following the completion of the Event Services unless the circumstances under clause 3.1 apply, in which case Votel shall invoice for the Commission upon the earlier of it becoming aware of the circumstances giving rise to such events and the Supplier's communication of the same.
- 5.5. Unless otherwise agreed in advance in writing, each invoice issued under clause 5.4 shall be payable within 14 days of the invoice date.
- 5.6. The Commission:
- 5.6.1. is exclusive of value added tax (VAT) or other applicable sales tax, which shall be added to the sum in question;
- 5.6.2. shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except where the Supplier is required by law to deduct withholding tax from sums payable to Votel. If the Supplier is required by law to deduct withholding tax, then Votel and the Supplier shall co-operate in all respects and take all reasonable steps necessary to:
- 5.6.2.1. lawfully avoid making any such deductions; or
- 5.6.2.2. enable the payee to obtain a tax credit in respect of the amount withheld.
- 5.7. The Supplier shall notify any disputes concerning the invoice within 14 days of receipt of the invoice ("Time Period"). In the event that the Supplier does not notify any such dispute within the Time Period, the Supplier shall be deemed to have accepted the invoice. In the event the Supplier notifies a dispute within the Time Period any undisputed amount shall be payable within the period specified in clause 5.5 and any disputed amounts shall be discussed between the parties in good faith, having regard to the Contract terms and these Conditions. For the avoidance of doubt, the Supplier shall be deemed not to have a valid reason for dispute if it disputes the Commission amount if that Commission amount is clearly set out in the Booking Enquiry.
- 5.8. If the Supplier fails to make any payment due to Votel under the Contract by the due date for payment, then, the Supplier shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Supplier shall pay the interest together with the overdue amount and any other charges that Votel incurs in enforcing the payment including reasonable professional fees and court fees.
- 6. Data protection**
- 6.1. Data Protection definitions: the following definitions shall apply to this clause 6 (Data Protection):
- 6.1.1. **Agreed Purposes:** for the purposes of providing Event Services to the Client.
- 6.1.2. **Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation.
- 6.1.3. **Data Discloser:** a party that discloses Shared Personal Data to the other party.
- 6.1.4. **Data Protection Legislation:**
- 6.1.4.1. To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- 6.1.4.2. To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the party is subject, which relates to the protection of personal data.
- 6.1.5. **EU GDPR:** the General Data Protection Regulation ((EU) 2016/679).
- 6.1.6. **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
- 6.1.7. **Permitted Recipients:** the parties to the Contract, the employees of each party, any third parties engaged to perform obligations in connection with the Contract.
- 6.1.8. **Shared Personal Data:** the personal data to be shared between the parties under the Contract. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:
- 6.1.8.1. Client contact details for the individual booking the Event Services;
- 6.1.8.2. Contact details of employees, contractors, agents and other third parties engaged by the Client to receive the Event Services it has organised.
- 6.2. This clause 6 sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the **Data Discloser**) may disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 6.3. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation.
- 6.4. Each party shall:
- 6.4.1. ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- 6.4.2. give full information to any data subject whose personal data may be processed under the Contract of the nature of such processing. This includes giving notice that, on the termination of this Contract, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- 6.4.3. process the Shared Personal Data only for the Agreed Purposes;
- 6.4.4. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- 6.4.5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by the Contract;
- 6.4.6. 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.
- 6.4.7. not transfer any personal data received from the Data Discloser outside the UK or EEA (as applicable) unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer
- 6.5. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- 6.5.1. consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- 6.5.2. promptly inform the other party about the receipt of any data subject rights request;
- 6.5.3. provide the other party with reasonable assistance in complying with any data subject rights request;
- 6.5.4. not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;
- 6.5.5. assist the other party, at the cost of the other party, 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, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
- 6.5.6. notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- 6.5.7. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of the Contract unless required by law to store the Shared Personal Data;
- 6.5.8. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers; and
- 6.5.9. maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the other party or the other party's designated auditor.
- 7. Limitation of liability**
- 7.1. References to liability in this clause 7 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 7.2. Nothing in this clause 7 shall limit the Supplier's payment obligations under the Contract.
- 7.3. Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 7.3.1. death or personal injury caused by negligence;
- 7.3.2. fraud or fraudulent misrepresentation; and
- 7.3.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 7.4. Subject to clause 7.3 (Liabilities which cannot legally be limited), Votel's total liability to the Supplier shall not exceed the amount of Commission paid to it under the Contract. Subject to clause 7.3 (Liabilities which cannot legally be limited), this clause 7.4 sets out the types of loss that are wholly excluded:
- 7.4.1. loss of profits.
- 7.4.2. loss of sales or business.
- 7.4.3. loss of agreements or contracts.
- 7.4.4. loss of anticipated savings.
- 7.4.5. loss of use or corruption of software, data or information.
- 7.4.6. loss of or damage to goodwill; and
- 7.4.7. indirect or consequential loss.
- 7.5. Votel 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 and any other implied terms relating to the provision of services, are, to the fullest extent permitted by law, excluded from the Contract.
- 7.6. Unless the Supplier notifies Votel that it intends to make a claim in respect of an event within the notice period, Votel shall have no liability for that event. The notice period for an event shall start on the day on which the Supplier became, or ought reasonably to have become, aware of the event having occurred and shall expire three months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 7.7. This clause 7 shall survive termination of the Contract.
- 8. Termination**
- 8.1. 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:
- 8.1.1. 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;
- 8.1.2. 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), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, 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;
- 8.1.3. 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.
- 9. Consequences of termination**
- 9.1. On termination of the Contract the Supplier shall immediately pay to the Votel all of the Votel's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Votel shall submit an invoice, which shall be payable by the Supplier immediately on receipt.

- 9.2. Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 9.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
- 10. General**
- 10.1. Assignment and other dealings.**
- 10.1.1. Votel 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.
- 10.1.2. The Supplier 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 Votel.
- 10.2. Confidentiality.**
- 10.2.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, Suppliers, clients or suppliers of the other party, except as permitted by clause 10.2.2.
- 10.2.2. Each party may disclose the other party's confidential information:
- 10.2.2.1. to its employees, officers, representatives, contractors, 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, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10.2; and
- 10.2.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.2.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 10.3. Entire agreement.**
- 10.3.1. 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.
- 10.3.2. 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.
- 10.3.3. Nothing in this clause shall limit or exclude any liability for fraud.
- 10.4. 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).
- 10.5. **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.
- 10.6. Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 10.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 10.7. Notices.**
- 10.7.1. 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 or sent by email to the last email address used to communicate by the other party.
- 10.7.2. Any notice or communication shall be deemed to have been received:
- 10.7.2.1. if delivered by hand, at the time the notice is left at the proper address;
- 10.7.2.2. 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
- 10.7.2.3. if sent by 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 10.7.2.3, 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.
- 10.7.3. This clause 10.7 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.
- 10.8. Third party rights.**
- 10.8.1. 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.
- 10.8.2. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 10.9. Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 10.10. Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.