

TEFL Time – Terms & Conditions

1. DEFINITIONS AND INTERPRETATION

- 1.1. The definitions and rules of interpretation in this condition apply in these terms and conditions of business (the “Terms & Conditions”) unless otherwise stated:-
- 1.1.1. “Agreement” means the agreement between TEFL Time and the participant comprising these the terms and conditions, the booking form and any agreement that may be entered into in relation to the booking;
- 1.1.2. “Booking Form” means the form completed by the participant and submitted to TEFL Time (together with the deposit for the booking) detailing the course(s) which the participant has booked;
- 1.1.3. “Balance” means the amount due under the terms of this agreement, less any deposits paid;
- 1.1.4. “Deposit” means the initial amount due under the terms of this agreement and as required to be paid by the participant to TEFL Time (together with a suitably completed booking form) to secure the booking;
- 1.1.5. “Fees” the amount paid or to be paid by the participant to TEFL Time;
- 1.1.6. “Late Booking” means any booking made within 21 days or less of the start date;
- 1.1.7. “Materials” means all documents, information, data, records and materials provided by TEFL Time relating to the booking (including any replacement materials);
- 1.1.8. “Participant”, “You/Your,” the person named on the booking form and to whom TEFL Time will provide the booking;
- 1.1.9. “TEFL Time”, “We/Us/Our” TEFL Time is a division of TravelQuest Limited. 2a Caravelle House, 19 Goring Road, Worthing, West Sussex, BN12 4AP, UK. Registered under the laws of England and Wales, with company number 3072191. Registered office is at 7 Mulberry Close, Ferring, West Sussex, BN 12 5HY, UK. VAT registration: 786540201;
- 1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4. A reference to ‘writing’ or ‘written’ includes email and faxes.
- 1.5. Singular words shall include the plural and vice versa.
- 1.6. Headings are included for convenience only and shall not affect the construction or interpretation of this agreement.

2. APPLYING, BOOKING & PAYMENT

- 2.1. On receiving your completed booking form, together with the appropriate payment of either a deposit of £40 GBP or full payment (for distance learning courses and late bookings), we will issue you with a confirmation Invoice. When we dispatch this invoice your place is reserved and a binding agreement will come into existence between us and you.
- 2.1.1. For classroom-based courses, you will be issued with a final course confirmation notice, giving you all the finalised details for your course, at 14 days before your start date. Confirmation will be given in writing (by e-mail). You are strongly advised to wait until you’ve received your final confirmation notice before making any arrangements in relation to your course, in case of last minute changes. You are advised to contact us should you have any queries regarding this matter.
- 2.2. It is important to check the details given in your “Booking Confirmation” (consisting of your Receipt, The Next Step and your Invoice, together with any other associated Materials) when you get it, ensuring that all the details are exactly as you requested. In the event of any discrepancy, you should contact us immediately as it may not be possible to make changes later.
- 2.3. The balance of the fee of your booking is due not less than 21 days prior to your start date. In the event of you failing to complete payment for the full balance of the booking by the due date as shown on the invoice, we reserve the right to treat your booking as being cancelled by you, in such cases, the cancellation charges as stated in the condition ‘If You Cancel Your Booking’ will become payable. Please note that this deadline does not apply in the case of distance learning courses or for late bookings, which are both required to be paid for in full at the time of booking.

- 2.4. We accept the following payment methods: debit card, credit card, cheque, bank transfer and PayPal.
- 2.5. Any fees paid to TEFL Time for your course with us will be held by us. Any fees paid to TEFL Time for associated products or services will be held by us until such time as payment is made by us to, or is collected by, the relevant provider.
- 2.6. We reserve the right to cancel your booking if your payment is declined or if you have supplied incorrect card information. We also reserve the right to do random checks (including the electoral roll) in order to minimise card fraud. As a result of this, before confirming you, we may require you to provide us with a fax or postal copy of proof of address, a copy of your card and a recent statement. You will be informed in writing (by email) should this be the case.

3. SUITABILITY

- 3.1. You understand that TEFL Time does not provide Language Courses and that all participants will be expected to have a level of English language ability appropriate to the course. All non-native English-speaking participants are advised to contact us prior to booking to discuss requirements. Should we feel that a participant's English language ability is insufficient, we reserve the right to fail the participant.
- 3.2. There is a minimum participant age of 16 years of age. There is no maximum age limit.

4. SPECIAL REQUIREMENTS

- 4.1. Special requirements must be advised to us in writing at the time of booking. Any such arrangements are made by us in good faith and will be confirmed to you in writing. Whilst we undertake to make reasonable endeavours to meet any such special requirements, we give no guarantee, nor may any guarantee be implied.

5. EQUAL OPPORTUNITIES

- 5.1. We accept and process all bookings on equal terms and without any prejudice or discrimination in regards to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality and ethnic or national origins), religion or belief, sex and/or sexual orientation.
- 5.2. We reserve the right to refuse any booking, for any reason whatsoever, and without given reason. We will never refuse a booking on the grounds of any prejudice or discrimination.
- 5.3. TEFL Time's Equal Opportunities Policy is made available on request by writing to us at the details as given in the condition titled 'Communication & Notices'.

6. CONDUCT & BEHAVIOUR

- 6.1. All Participants agree to maintain proper and appropriate conduct at all times whilst on their course, including during any down-time and regardless of your location at the time i.e. whether you happen to be on-site or off-site. Unacceptable conduct includes, but is not limited to, any conduct that could be considered to be offensive, intimidating, bullying, harassment, disrespectful, anti-social, irresponsible, reckless, mindless, dangerous or unlawful in its nature. If we, including any of our agents and our partners, or their representatives, is of the reasonable opinion that your conduct is, or could likely considered to be unacceptable, we will be entitled to terminate your booking with immediate effect. On termination, your course will automatically cease and you will be asked to leave. On termination TEFL time will have no further responsibility to you including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. You will be responsible for making full payment for any damage or loss caused by you during your course. Payment must be paid direct at the time to the service supplier concerned failing which, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

7. MAKING CHANGES TO YOUR BOOKING

- 7.1. If you wish to make any changes to your booking, we may at our sole discretion agree to such changes. To request a change, simply write to us at the details as given in the condition titled 'Communication & Notices'.
- 7.2. When making any changes to a booking the following will apply:-
- 7.2.1. Changes can be made up until 21 days of your start date. No changes can be made once you fall within 21 days of your start date;
- 7.2.2. changes carry a minimum administration charge of £15.00. Participants should contact us before requesting any changes to seek confirmation of the charges;
- 7.2.3. you will also be subject to any associated or related charges incurred as a result of the changes made to your booking (e.g. any costs incurred for travel, accommodation, insurance, visas). Where any such charges are with us, all such charges must be paid for in full at the time of making the changes;
- 7.2.4. any fees already paid to us will be automatically transferred to the new booking. If the new booking is of a higher cost any difference will be payable by you;

- 7.2.5. each change made will be deemed to be a change in its own right and will carry its own charge, regardless of whether the changes are made at the same time or otherwise, e.g. changing the location whilst also changing the date will be regarded as two changes not one;
- 7.2.6. late availability discounts are specific to the particular offer i.e. to a particular course date, and as such they are non-transferable.

8. IF YOU CANCEL YOUR BOOKING

- 8.1. For classroom-based courses:-
 - 8.1.1. You can cancel your booking, without charge, whilst you are within the Cooling-Off Period. The Cooling-Off Period runs for 7 working days, starting the day after you book. An exception to this rule is where the cancellation is made within 14 days of your start date, in which case normal cancellation terms will apply.
 - 8.1.2. If you are outside of the Cooling-Off Period, the following cancellation charges will apply:-
 - 8.1.2.1. More than 28 days before your start date = loss of deposit;
 - 8.1.2.2. 28 days or less before your start date = 100% of the course fee.
- 8.2. For distance learning courses:-
 - 8.2.1. You can cancel your booking, without charge, whilst you are within the Cooling-Off Period. The Cooling-Off Period runs for 7 working days, starting the day after you book. If you cancel at any time after the cooling-off period you will incur a cancellation charge of 100% of the course fee.
- 8.3. Cancellation charges are based on the number of days before your start date that we receive your cancellation notice and not when your correspondence was sent to us.
- 8.4. Any administrative charges are separate and are non-refundable.
- 8.5. In addition to our charges for cancellation, you may also incur other additional charges relating to any associated or related products or services that have been made in relation to your booking e.g. flights, insurance, visa etc. Cancellation charges levied for such items can result in up to 100% cancellation charge regardless of the notice period given to us. We reserve the right to pass on these charges. We advise you to contact us prior to cancelling to discuss any such charges.
- 8.6. Notice of cancellation must be given to us in writing. Cancellation is effective from the day we receive this written notification. To notify us of your wish to cancel, you write to us at the details as given in the condition titled 'Communication & Notices'.
- 8.7. As part of the cancellation process, and as soon as is reasonably practicable, you are required to return any materials you have been provided with by TEFL Time. Materials should be returned to: TEFL Time, 2a Caravelle House, 19 Goring Road, Worthing, West Sussex, BN12 4AP. UK. Participants are asked to clearly state their name, address and programme ID number when returning materials. TEFL Time regrets that it cannot be responsible for items which never reach TEFL Time or are damaged in transit. Please note that postage and packaging charges and returns postage cannot be refunded, unless the materials are faulty or damaged.

9. IF WE CANCEL YOUR BOOKING

- 9.1. We reserve the right, in our sole discretion, to take any of the following actions as we deem necessary:-
 - 9.1.1. to cancel a course where the course fails to reach the minimum number of participants required. In such circumstances, you would be eligible for a full refund for any fees paid to TEFL Time for the cancelled course. You would also have the option of changing to another course free of charge.
 - 9.1.2. to cancel any course at any time. We would only take the action of cancelling a course as an option of last resort e.g. in the cases of civil rioting.
 - 9.1.3. to cancel any participants booking at any time. Again, we would only take the action of cancelling a participants booking as an option of last resort e.g. as a result of unacceptable or inappropriate behaviour.
 - 9.1.4. to refuse any booking, for any reason whatsoever, and without given reason.
 - 9.1.5. In the unlikely event of such a cancellation, or refusal, the participant would be eligible for a refund for any fees paid to us for the course.
- 9.2. You agree and understand that you are solely responsible for any associated and/or related costs in relation to your booking with us, including but not limited to, travel, visas, insurance, health & travel health, equipment, including any

associated charges, expenses or penalties, that might result from any cancellation of or changes to the course. We cannot be held responsible for any such costs or for interest, loss of earnings, liability or damages of any kind (whether direct or indirect in nature) resulting from the cancellation, or refusal, or change of a course by us.

- 9.3. It is very important that you understand fully the cancellation policy. If it is not clear, you should ask for clarification before booking. We cannot make exceptions to this cancellation policy for any reason, including medical emergencies.

10. REFUNDS POLICY

- 10.1. Refunds will be paid in accordance with the conditions set out in the condition titled 'If You Cancel Your Booking' and/or in the conditions set out in the condition titled 'If We Cancel Your Booking' as may be appropriate.
- 10.2. We will refund the payment of any fees paid by the participant, less any charges and less any sums outstanding.
- 10.3. We will process the refund due to you as soon as reasonably possible and within 21 days of the day we receive notice of cancellation from you.
- 10.4. All refunds will be paid by the same method in which the original payment was made to us e.g. in cases where the payment was made by a third-party, on the participant's behalf, the refund shall be paid to the third-party. If the payment card used has now expired, or your account has been closed or cancelled, or if you are no longer on good terms with the third-party, it is your responsibility to notify us immediately. We cannot accept any responsibility or liability for any failure or delay caused in your receiving the refund in such cases.
- 10.5. Please note that participants are not entitled to any refund for non-attendance of the course.
- 10.5.1. If an emergency prevents you from attending, you must inform us as soon as is reasonably possible and no later than 14 days after your start date. Written proof of the emergency (such as a doctor's note) will be required as confirmation before any changes can be made. In such cases, an administrative charge of £50 GBP will be payable to re-book your course. Any decision to allow you to re-book your course remains the sole discretion of TEFL Time.

11. IF YOU HAVE A COMPLAINT

- 11.1. If for any reason you are not satisfied with any aspect of our service you should notify us immediately by writing to us at the details given in the condition titled 'Communications & Notices'.
- 11.1.1. When notifying us, you should detail the precise nature of your complaint, giving as much detail as possible and providing examples where appropriate.
- 11.1.2. We aim to acknowledge receipt of your complaint within 5 working days, and we aim to resolve the complaint within a maximum of 20 working days from the date of receiving the complaint.
- 11.2. You recognise the importance of notifying us of a complaint at the time the complaint first arises. It is agreed that by doing so you are giving us the best possible chance to resolve and/or mitigate the complaint. We cannot be held responsible for any consequences, direct or otherwise, resulting from your failure to inform us of the complaint in good time.
- 11.3. TEFL Time does not recognise anonymous complaints, nor does it recognise any complaint made through a third-party; including any complaint made by a fellow participant, friends or family members.
- 11.4. All participants recognise that where a complaint is made against another person, that TEFL Time has a duty to act fairly towards both the complainant and the person whom the complaint is made against.

12. PASSING THE COURSE

- 12.1. Passing the course is not guaranteed. However, non-attendance will result in automatic failure of the course. Furthermore, failure to be present for the full duration of the course will also result in automatic failure of the course. Extenuating circumstances may be taken into consideration in such circumstances.
- 12.2. To pass the course, participants are required to demonstrate that they have reached the required level in the following areas:-
- 12.2.1. An awareness of the basic concepts of language teaching;
- 12.2.2. the ability to plan lessons, including identifying and describing; the topic area, the learning objectives, the group dynamics (age, group size, ability), the approach to be taken, any materials & resources required, time management etc.
- 12.2.3. the ability to evaluate lessons, including identifying and describing; successes, failures, expected and unexpected outcomes, future considerations. ;
- 12.2.4. An awareness of and basic proficiency in classroom management.

- 12.3. Should you fail the course you are entitled to ask for and be given reasons for the failure. All participants receive a written mark sheet giving their grade achieved with comments given where appropriate.
- 12.4. If you fail, you may be offered the opportunity to repeat the course at a reduced rate.
- 12.5. No refunds are possible in cases where the participant fails the course.

13. CERTIFICATES

- 13.1. Successful participants will be issued with a certificate. Certificates will be issued to participants in one of the following ways: -
 - 13.1.1. presented in person on completion of the final day; or,
 - 13.1.2. sent by post; or,
 - 13.1.3. an electronic certificate will be provided by email.
- 13.2. Every effort is made to ensure that the certificate reaches you within 21 days of passing. We cannot be held responsible for any delay in you receiving the certificate. If you have not received your certificate within 21 days, please contact us by writing to us at the details given in the condition titled 'Communication & Notices'.
- 13.3. You can request additional or replacement certificates for an administrative fee of £15 GBP.

14. ACCURACY OF MARKETING MATERIALS

- 14.1. We believe that all the statements made in our marketing materials (including our website, third-party websites, brochure, posters, flyers, and all other marketing materials) are factual and correct at the time they are created. Furthermore, every reasonable attempt has been made to describe the course and any other products and services mentioned. Where the information given has been provided by a third-party it is used in good faith. We cannot be held responsible for any changes that become known or happen post-production nor can we accept liability for happenings outside our control. We undertake to inform you of any material changes to your booking before commencement of the course providing there is sufficient time and we are able to contact you. See the condition titled 'Communication And Notices' for information on how we will notify you of any material changes.

15. PERSONAL DATA

- 15.1. For the purposes of the UK Data Protection Act 1998, we, TEFL Time are a data controller.
- 15.2. Your "Personal Information", which includes all personal data (e.g. your name, address and contact details etc) and any sensitive personal data (e.g. health & medical information, criminal records history etc), will be collected, stored and used ("handled") for the purpose of fulfilling your booking. For this purpose, your personal information may be disclosed to our agents and partners; this may mean transferring your personal information overseas, including countries with notably lower security standards than the UK. All personal information collected will be retained for the purpose of quality control, future queries, and for the purpose of improving the service we provide.
- 15.3. Your personal information may also be collected, stored and used for the following purposes:-
 - 15.3.1. From time-to-time we may use your personal information to supply you with information relating to our goods and services that we think will be of interest to you. We would also like to store and use your personal information for future marketing purposes (e.g. sending you a brochure);
 - 15.3.2. We may also use your personal information for promotional/marketing purposes. This may include using photo's or video footage of you, as well as making mention of your name, your course, your age, your location and using any comments or feedback you have given. We may use this information in our website, third-party websites, brochure, posters, flyers, and other marketing materials;
 - 15.3.3. We may also pass your personal information and details to other divisions of TravelQuest Ltd for marketing purposes.
- 15.4. Should you not wish your personal information to be used for any purpose other than processing your booking, please write to us at the details given in the condition titled 'Communication & Notices'.
- 15.5. Should you believe any of your personal information to be inaccurate or incorrect, please notify us by writing to us at the details given in the condition titled 'Communication & Notices'.
- 15.6. Our Privacy Policy may change due to developments in the law, you are encouraged to review our Privacy Policy regularly so that you are kept fully aware of any changes to our Privacy Policy that may affect you and how your personal information is used and handled.

15.7. By agreeing to these terms and conditions, you give us your consent to use and handle your personal information as stated within this condition and as stated within TEFL Time's Privacy Policy.

15.8. TEFL Time's Privacy Policy is made available on request by writing to us at the details given in the condition titled 'Communication & Notices'.

16. INTELLECTUAL PROPERTY, TRADEMARKS & COPYRIGHT

16.1. All rights, including intellectual property rights and copyright, in the materials are owned or controlled for these purposes by TEFL Time.

16.2. You shall keep in the strictest confidence all materials and any other confidential information concerning our business or our products and services which you may obtain.

16.3. TEFL Time grants you the non-exclusive, non-transferable right to use and copy the materials for your own personal non-commercial use. If this agreement terminates, this licence shall automatically terminate.

17. Any of the trademarks, service marks, collective marks, design rights or similar rights used remains the property of their respective owners. Unless otherwise stated TEFL Time are neither endorsed by nor affiliated with any of the holders of any such rights.

18. COMMUNICATION AND NOTICES

18.1. You agree to the use of electronic means of communication and you acknowledge that all such communications comply with any legal requirement that such communications be in writing. This does not affect your statutory rights.

18.2. You acknowledge and accept that all notices, information or other communication required to be given under this agreement shall be in writing and shall be sent by e-mail, or by posting notices on the TEFL Time website, or shall be sent by post to the other party and for the attention of the person.

18.3. Any notice or other communication shall be deemed to have been duly received if sent by e-mail 24 hours after the e-mail is sent, if posted on the website 24 hours after the posting is made, or if sent by post at 9.00 am on the second business day after posting. In proving the service of any notice, it will be sufficient to prove, in the case of an e-mail that such an e-mail was sent to the specified e-mail address of the addressee, in the case of a posting that it was posted or linked-to on the homepage of the website, and in the case of a letter that such letter was properly addressed, stamped and placed in the post.

18.4. The following addresses shall be the addresses to which any notice or other communication should be sent in relation to this agreement:-

18.4.1. TEFL Time: 2a Caravelle House, 19 Goring Road, Worthing, West Sussex, BN12 4AP. UK. E-Mail: info@tefltime.com Fax: +44 (0)1903 708179; and

18.4.2. Participant: the last know e-mail address or address of the participant as supplied by the participant to TEFL Time and in each case as the same may be updated in writing from time to time.

18.5. The participant shall notify TEFL Time immediately in writing of any change of address or contact details.

19. LIABILITY & LIMITATIONS

19.1. We aim to carry out our obligations under this agreement with reasonable care and skill.

19.2. When providing classroom-based courses, TEFL Time makes use of a variety of different types of venue, including but not limited to, hotels meeting & conference rooms, school facilities, village halls etc. Any such venues are neither under our control or management, and as such we cannot accept any responsibility, nor will we accept any liability, for any failure in relation to the venue, including but not limited to, any damages or injuries sustained.

19.3. Neither we nor any of our agent or partners, accept liability, and we will not pay you any compensation, for the failure or improper performance of these services (including any liability for the acts or omissions of said employees, agents, partners, consultants, suppliers and subcontractors) where such failure or improper performance is attributable to:-

19.3.1. the fault, error or omissions of the participant;

19.3.2. the unforeseeable or unavoidable actions of an unconnected third party;

19.3.3. in the event that your booking is cancelled, delayed, curtailed or in any way changed, or where the performance or prompt performance of this agreement is prevented as a result of circumstances that we, our agents and our partners, or their representatives, could not reasonably foresee or avoid, including but not limited to, force majeure, or delay, overbooking, curtailment or cancellation by an airline, bus, train, car hire, ferry company or otherwise.

- 19.4. Neither we nor any of our agent or partners, accept liability, and we will not pay you any compensation, for:-
- 19.4.1. any loss of profits, anticipated savings, turnover, loss of business, contracts, data, depletion of goodwill or similar consequential losses or pure economic loss (whether direct or indirect in nature);
- 19.4.2. any claims brought against the participant by any other party in each case however arising;
- 19.4.3. loss or damage caused by us in circumstances where there is no breach of legal duty owed by us to you;
- 19.4.4. any goods or services which do not form part of this agreement.
- 19.5. Nothing in the terms & conditions of this agreement shall limit or exclude our liability to you for fraud or for death or personal injury caused by any act or omission by us or our employees (providing they were at the time acting within the course of their employment).
- 19.6. Except in the case of fraud or death or personal injury resulting from any act or omission by TEFL Time or any of its employees, the maximum liability of TEFL time to you under these additional terms shall be limited to the cost of your booking with us. Any such liability will be limited in accordance with:-
- 19.6.1. the contractual terms of our agents, partners, and third-party providers engaged to provide the services;
- 19.6.2. where international conventions in respect of air or sea carriers apply;
- 19.6.3. Such terms and conventions may affect your rights to compensation that can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. Copies of the relevant terms and conventions and/or conditions of carriage are available from us on request.

20. FORCE MAJEURE

- 20.1. We shall have no liability to you under this agreement if we are prevented from, or delayed in performing, our obligations under this agreement or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control, including but not limited to, strikes, lock-outs or other industrial disputes (whether involving the workforce of TEFL Time or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, malicious act, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, adverse weather or natural disaster, nuclear disaster, risk to health, safety, security or wellbeing (perceived or otherwise), or default of agents, partners, suppliers or subcontractors.

21. NO EMPLOYMENT

- 21.1. Nothing in this agreement shall render, or be deemed to render, you an employee, worker, volunteer worker or any other such title that infers an employment status of any kind, of TEFL Time, nor of our agents and partners, or their representatives. You agree to waive all claims and rights that you might otherwise have under any such employment status.

22. RIGHTS OF THIRD PARTIES

- 22.1. Save as expressly provided in this agreement, no term of this agreement shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).

23. ENTIRE AGREEMENT

- 23.1. This agreement constitutes the whole agreement and understanding between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 23.2. Each party acknowledges that, in entering into the agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than for breach of agreement. Nothing in this condition shall limit or exclude any liability for fraud.

24. SEVERABILITY

- 24.1. If a provision of this agreement (or part of any provision) is held to be illegal, invalid or unenforceable for any reason by any court of competent jurisdiction, such provision (or part of any provision) shall apply with the minimum modification necessary to make it legal, valid and enforceable. Should the provision (or part of any provision) be shown to be unmodifiable, it shall be severed and the remainder of the provisions of this agreement shall continue in full force and effect as if this agreement had been executed with the illegal, invalid or unenforceable provision (or part of any provision) eliminated.

25. VARIATION

- 25.1. We may, from time to time and without notice, amend the booking and the terms and conditions of this agreement in order to comply with changes in technology, changes in payment methods or changes in applicable regulatory or statutory requirements, provided that such changes do not materially affect the nature of the booking.

26. LAW AND JURISDICTION

- 26.1. This agreement is governed by the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this agreement or its subject matter or formation (including non-contractual disputes or claims).