MAINTENANCE AND REPAIR CONDITIONS

(BUSINESS CUSTOMERS)

The Customer's particular attention is drawn to clause 11 (Limitation of Liability)

1 **INTERPRETATION**

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

Business Day means a day other than a Saturday, Sunday or public holiday in England.

Charges has the meaning given in clause 9.1.

Conditions means the terms and conditions contained in this document.

Contract means the contract between the Supplier and the Customer for the supply of goods and/or services in accordance with these Conditions.

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

Customer means the customer purchasing the Goods and/or Services from the Supplier.

Delivery Location has the meaning given in clause 4.3.

Deposit means the deposit (if any) payable by the Customer pursuant to the Contract.

Force Majeure Event has the meaning given to it in clause 10.

Golf Car Credits means golf car credits awarded by the Supplier to the Customer in relation to the hire of vehicle(s).

Goods means the goods (or any part of them) to be supplied pursuant to the Contract.

Intellectual Property Rights means patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, and all other intellectual property rights, in each case whether registered or unregistered which subsist or will subsist now or in the future in any part of the world.

Order means the Customer's order for the supply of Goods and/or Services.

Services means the services (or part of them) to be supplied pursuant to the Contract.

Supplier means Golf Car UK Ltd being a company registered in England and Wales with company number 04616458 whose registered office is at Centenary House, Peninsula Park, Rydon Lane, Exeter, EX2 7XE.

Supplier Materials has the meaning given in clause 8.1.7.

VAT means value added tax or any equivalent tax chargeable in the UK.

Website means the Supplier's website at www.golfcaruk.com.

1.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that persons legal and personal representatives, successors and permitted assigns.

1.2 The headings in these Conditions will not affect the interpretation of the Contract.

1.3 Unless the context otherwise requires, a reference to one gender will include reference to the other genders and words in the singular will include the plural and, in the plural, will include the singular.

1.4 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.5 Any words following the terms including, include, in particular, for example or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.7 A reference to writing or written includes fax and email.

2 QUOTATIONS

2.1 No quotation given by the Supplier will constitute an offer to the Customer.

2.2 The Supplier may withdraw a quotation at any time before a contract is formed by notice to the Customer but in the absence of such withdrawal a quotation will only be valid for such period as is specified in it or where no such period is specified a period of 30 days from its date of issue.

3 BASIS OF CONTRACT

3.1 Some Goods can be ordered via our Website and the Customer will need to follow the onscreen process to place the Order. For all other Goods or Services the Customer will need to contact the Supplier to discuss its requirements and the Customer may be required to first complete an account application before an Order can be processed.

3.2 No Order will not be binding until the Supplier confirms to the Customer in writing that the Order has been accepted.

3.3 No Order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier and on the terms that the Customer will pay the Supplier for all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.

3.4 The Contract will consist of the Order and these Conditions. If there is any conflict between the terms of the Order and these Conditions, a term in the Order will have priority over one contained in these Conditions.

3.5 All of these Conditions will apply to the supply of both Goods and Services except where application to one or the other is specified.

3.6 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any illustrations or descriptions of the Goods and/or Services contained in the Supplier's catalogues, brochures or the Website are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They will not form part of the Contract nor have any contractual force.

3.7 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3.8 Except as set out in these Conditions, no variation of the Contract will be effective unless it is agreed in writing and signed by a company director of the Supplier.

3.9 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.

3.10 Each party acknowledges that in entering into the Contract it does not rely on and will 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 will have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

4 SUPPLY OF GOODS AND SERVICES

4.1 The Supplier will supply the Goods and Services to the Customer in accordance with the Order in all material respects.

4.2 The Supplier will use all reasonable endeavours to meet any delivery dates for the Goods or performance dates for the Services specified in Order, but any such dates will be estimates only and time will not be of the essence.

4.3 The Supplier will deliver the Goods and supply the Services at the location specified in the Order or such other location as the parties may agree (**Delivery Location**).

4.4 Without prejudice to clauses 4.5 and 11 if the Supplier fails to deliver the Goods and/or Services or any part thereof, its liability will be limited to refunding any amounts paid for the Goods and/or Services not delivered (including any deposit and delivery charges or the applicable proportion thereof).

4.5 The Supplier will have no liability for any failure to deliver the Goods and/or Services to the extent that such failure is caused by the Customer’s failure to comply with its obligations under the Contract or a Force Majeure Event.

4.6 The Supplier may deliver the Goods by instalments, which may at the option of the Supplier be invoiced and paid for separately. A delay in delivery or defect in an instalment will not entitle the Customer to cancel any other instalment.

4.7 The Supplier may at its discretion be willing to offer refunds or exchanges for certain Goods. Any such returns agreed by the Supplier will be subject to the following:

4.7.1 a restocking charge of 30% of the price of the Goods concerned will apply;

4.7.2 the Goods must be returned in their original condition and packaging (if the Customer has used them in a way that would not be permitted in a shop then they cannot be returned or exchanged); and

4.7.3 the Customer will be responsible for the costs of return.

This clause 4.7 does not apply to returns or refunds pursuant to clause 5.3.

5 QUALITY

5.1 Details of any manufacturer(s) warranty applicable to any Goods will be made available to the Customer and the Supplier will give the Customer reasonable assistance in relation to any claim under such warranty.

5.2 The Supplier warrants to the Customer that:

5.2.1 the Services will be provided using reasonable care and skill;

5.2.2 on delivery the Goods will be:

(a) free from material defects in design, material and workmanship; and

(b) of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

5.3 Subject to clause 5.4 if any Goods or Services do not comply with the warranties set out in clause 5.2 the Supplier will, at its option, repair or replace any such Goods or re-perform such Services, or refund the price of such Goods or Services provided the Customer gives notice in writing within a reasonable time of discovery of the defect.

5.4 The Supplier will not be liable for any Goods' or Services' failure to comply with the warranties in clause 5.2 if:

5.4.1 the Customer does not allow the Supplier a reasonably opportunity to examine the Goods and any relevant vehicle(s);

5.4.2 the Customer makes any further use of such Goods after notifying the Supplier of the failure;

5.4.3 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or any applicable vehicle or (if there are none) good trade practice;

5.4.4 the Customer alters or repairs such Goods or any applicable vehicle parts without the written consent of the Supplier; or

5.4.5 the defect arises as a result of fair wear and tear, accident, wilful damage, negligence, or abnormal working conditions.

5.5 Except as provided in clause 5.3, the Supplier will have no liability to the Customer in respect of the Goods' and/or Services' failure to comply with the warranties set out in clause 5.2.

5.6 The terms of these Conditions will apply to any repaired or replacement Goods or re-performed Services supplied by the Supplier.

6 TITLE AND RISK

6.1 The risk in the Goods will pass to the Customer when they are made available to the Customer at the Delivery Location.

6.2 Title to the Goods will not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and Services and all other sums that are or that become due to the Supplier from the Customer for any goods, services or on any account, in which case title to these Goods will pass at the time of payment of all such sums.

6.3 Until title to the Goods has passed to the Customer, the Customer will:

6.3.1 store the Goods so that they remain readily identifiable as the Supplier's property;

6.3.2 not remove, deface or obscure any identifying mark on or relating to the Goods;

6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;

6.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clauses 12.1.3 to 12.1.4(k); and

6.3.5 give the Supplier such information as the Supplier may reasonably require from time to time relating to:

(a) the Goods; and

(b) the ongoing financial position of the Customer.

6.4 At any time before title to the Goods passes to the Customer the Supplier may require the Customer to deliver up all Goods in its possession and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7 LOGO APPLICATION

7.1 If it is agreed that the Supplier will apply the Customer's Logo or similar (**Logo**) to any vehicle(s) or parts thereof:

7.1.1 the Customer will as soon as possible provide the Supplier with the Logo in an acceptable electronic format;

7.1.2 the Supplier will provide the Customer with a mock up of the Logo as it will be applied for the Customer's approval which may not be unreasonably withheld or delayed; and

7.1.3 subject to the provision of the Logo and the approval of the mock-ups by the Customer, the Supplier will then apply the Customer's Logo to the vehicle(s) or part(s) thereof as specified in the Order or otherwise agreed in writing between the Customer and the Supplier.

7.2 If the Customer does not provide the Logo or its approval of any mock-up within 3 days of the scheduled delivery, the Supplier may deliver the vehicle(s) without applying the Logo and the Supplier will not be under any further obligations in respect of the application of such Logo.

7.3 The cost of the application of the Logo in accordance with clause 7.1 will be included in the Charges unless otherwise agreed in writing between the Customer and the Supplier. Where clause 7.2 applies the Customer will not be entitled to a reduction in the Price.

7.4 In respect of any Logo provided by the Customer in relation to this clause 7, the Customer will indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all and other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the use of the Logo in accordance with the terms of the Contract.

7.5 Clause 7.4 will survive the termination or expiry of the Contract.

8 CUSTOMER'S OBLIGATIONS

8.1 The Customer will:

8.1.1 ensure that the terms of the Order are complete and accurate;

8.1.2 co-operate with the Supplier in all matters relating to the Services;

8.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's vehicles, premises and other facilities as reasonably required by the Supplier to provide the Goods and/or Services;

8.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Goods and/or Services, and ensure that such information is complete and accurate in all material respects;

8.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

8.1.6 comply with all applicable laws, including health and safety laws;

8.1.7 keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and

8.1.8 comply with any additional obligations as set out in these Conditions or otherwise agreed with the Supplier.

8.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

8.2.1 without limiting or affecting any other right or remedy available to it, the Supplier will have the right to suspend the delivery of the Goods and the performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

8.2.2 the Supplier will not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and

8.2.3 the Customer will reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9 CHARGES

9.1 The Charges for Good and Services will be as quoted by the Supplier when the Customer places its Order or in so far as not quoted calculated on a time and material basis in accordance with the price lists, call out charges and hourly labour rates published on the Website (the **Charges**).

9.2 The Supplier may, by giving notice to the Customer at any time prior to completion of the supply of the Goods or Services increase the Charges to reflect any increase in the cost of the Goods and/or Services that is due to:

9.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

9.2.2 any request by the Customer to change the supply date(s), quantities or types of Goods and/or Services ordered or their description; or

9.2.3 any delay caused by any instructions, failures or actions of the Customer or their employees, workers or contractors.

9.3 The Charges:

9.3.1 exclude amounts in respect of VAT, which the Customer will additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

9.3.2 excludes the costs and charges of packaging, insurance and transport of the Vehicle(s) which will be invoiced to the Customer at the rate quoted by the Supplier when the Customer places its Order or where not so quoted at our standard rates as detailed on the Website.

9.4 The Customer will be told if a Deposit is payable and the terms for such payment during the order process. A Deposit will be an advance payment of the Charges.

9.5 For Orders placed via the Website payment will be taken during the check out process. For other Orders the Supplier may invoice for some Goods and/or Services and require payment in advance of supply and in other cases the Supplier will invoice for the Goods and/or Services on completion of the supply of the Goods and/or Services. Unless payment is required in advance of supply the Customer will pay each such invoice submitted by the Supplier within 30 days of the date of the invoice or in accordance with any alternative payment terms agreed by the Supplier and confirmed in writing to the Customer. Time for payment will be of the essence of the Contract.

9.6 The Supplier’s preferred payment method for Orders not placed on the Website is Bank Transfer. The Supplier also accepts Mastercard & Visa Debit Cards. The Supplier does not accept American Express or any Credit Cards for transactions of a value over £500.

9.7 Golf Car Credits are issued at the discretion of the Supplier and such provision is specified on the approved sales order from the Supplier to the Customer. Golf Car Credits are only applicable to Contract Hire Agreements and are only valid for the duration of such agreement. Any Golf Car Credits not used become null and void upon termination of the Contract Hire Agreement.

9.8 Golf Car Credits cannot be used to discount the monthly payments on finance agreements.

9.9 If the Customer wishes to use any Golf Car Credits it currently has the benefit of in full or part payment of the Charges the Customer should notify the Supplier of this as soon as reasonably possible so that the Supplier can approve such use. The Supplier will not automatically apply Golf Car Credits to an invoice.

9.10 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's other rights or remedies, the Customer will pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.10 will accrue each day at 6% a year above the Bank of England's base rate from time to time, but at 6% a year for any period when that base rate is below 0%.

9.11 All amounts due under the Contract will be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10 FORCE MAJEURE

Neither party will be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). In such circumstances the affected party will be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract by giving 10 Business Days written notice to the affected party.

11 LIMITATION OF LIABILITY

11.1 The restrictions on liability in this clause 11 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

11.2.1 death or personal injury caused by negligence;

11.2.2 fraud or fraudulent misrepresentation;

11.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and

11.2.4 defective products under the Consumer Protection Act 1987.

11.3 Subject to clause 11.2, the Supplier’s total liability to the Customer will not exceed 100% of the amounts paid by the Customer to the Supplier pursuant to the Contract.

11.4 Subject to clause 11.2 the Supplier will not be liable for the following types of loss:

11.4.1 loss of profits;

11.4.2 loss of sales or business;

11.4.3 loss of agreements or contracts;

11.4.4 loss of anticipated savings;

11.4.5 loss of use or corruption of software, data or information;

11.4.6 loss of or damage to goodwill; and

11.4.7 indirect or consequential loss.

11.5 The Supplier has given commitments as to the quality of the Goods and Services. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

11.6 This clause 11 will survive termination of the Contract.

12 TERMINATION

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

12.1.1 the Customer fails to pay any amount due under the Contract on the due date for payment;

12.1.2 the Customer commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 5 days after receipt of notice in writing to do so;

12.1.3 there is a change of Control of the Customer;

12.1.4 the Customer;

(a) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;

(b) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

(c) applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

(d) has a petition filed, notice given, resolution passed, or an order made, for or in connection with its winding up;

(e) has an application made to court, or an order made, for the appointment of an administrator over it;

(f) has a holder of a qualifying floating charge over the Customer's assets which becomes entitled to appoint or has appointed an administrative receiver;

(g) has a person, become entitled to appoint, or appoint, a receiver over all or any of the Customer's assets;

(h) (being an individual) is the subject of a bankruptcy petition, application or order;

(i) has a creditor or encumbrancer attach or take possession of, or have a distress, execution, sequestration or other such process levied or enforced on or sued against, the whole or any part of the Customer's assets which is not discharged within 14 days;

(j) is subject to any event in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1.4(a) to clause 12.1.4(i) (inclusive); or

(k) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

12.1.5 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or

12.1.6 the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their affairs or becomes a patient under any mental health legislation.

12.2 Without affecting any other right or remedy available to it, the Supplier may suspend deliveries of Goods and/or Services under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clauses 12.1.4, 12.1.5 or 12.1.6 or the Supplier reasonably believes that the Customer is about to become subject to any of them.

13 CONSEQUENCES OF TERMINATION

13.1 On termination of the Contract:

13.1.1 the Customer will immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier will submit an invoice, which will be payable by the Customer immediately on receipt; and

13.1.2 the Customer will return all of the Supplier Materials and any Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer will be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

13.2 Termination of the Contract will not affect any rights, remedies, obligations and 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.

13.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination will continue in full force and effect.

14 ASSIGNMENT AND OTHER DEALINGS

14.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

14.2 Save as expressly stated in the Contract the Customer will 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 the Supplier.

15 NOTICES

15.1 Any notice given to a party under or in connection with the Contract will be in writing and will be:

15.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at

(a) in the case of the Supplier at 7 The Boscombe Centre, Mills Way, Amesbury, SP4 7SD or such replacement trading address as the Supplier details on the Website; and

(b) in the case of the Customer the address given in the Order.

15.1.2 sent by fax to its main fax number;

15.1.3 sent by email to:

(a) in the case of the Supplier to info@golfcaruk.com; and

(b) in the case of the Customer to the address specified in the Order.

15.2 If either party wishes to change its details given in clause 15.1 it may do so by giving notice to the other party in accordance with this clause 15.

15.3 Any notice will be deemed to have been received:

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

15.3.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

15.3.3 if sent by fax or 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 15.3.3, 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.

15.4 This clause 15 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16 SEVERANCE

16.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of the Contract.

16.2 If any provision or part provision of the Contract is deemed deleted under this clause 16 the parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

17 WAIVER

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and will 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 will not constitute a waiver of that or any other right or remedy, nor will 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 will prevent or restrict the further exercise of that or any other right or remedy.

18 NO PARTNERSHIP OR AGENCY

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

19 THIRD PARTY RIGHTS

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

20 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 will be governed by and construed in accordance with the law of England and Wales.

21 JURISDICTION

Each party irrevocably agrees that the courts of England and Wales will 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.