**OH VISAS**

Terms and Conditions for the Supply of Services

**THE CLIENT’S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 9 (LIMITATION OF LIABILITY).**

1. Interpretation

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

* 1. **Definitions:**

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

**Charges:** the charges payable by the Client for the supply of the Services in accordance with clause 5.1.

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

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 12.5.

**Contract:** the contract between OHV and the Client for the supply of Services in accordance with these Conditions.

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

**Client:** the person or firm who engages OHV to provide Services.

**Client Default:** has the meaning set out in clause 4.2.

**Deliverables:** the deliverables (if any) set out in the Order produced by OHV for the Client.

**Expenses:** the expenses payable by the Client in accordance with clause 5.2.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Quotation:** the written quotation supplied by OHV to the Client in respect of the Services.

**OHV:** OH Visas Limited registered in England and Wales with company number 13344065.

**Order:** the Client’s order for Services as set out in the Client’s purchase order form or the Client’s written acceptance of a Quotation by OHV as the case may be.

**Services:** the services, including the Deliverables, supplied by OHV to the Client as set out in the Specification.

**Specification:** the description or specification of the Services provided in writing by OHV to the Client.

**Supplied Materials:** has the meaning set out in clause 4.1(g).

* 1. **Interpretation:**
		1. A reference to legislation or a legislative provision:
			1. is a reference to it as amended, extended or re-enacted from time to time; and
			2. shall include all subordinate legislation made from time to time under that legislation or legislative provision.
		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.
		3. A reference to **writing** or **written** includes emails unless otherwise specified.
1. Basis of contract
	1. The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.
	2. The Order shall only be deemed to be accepted when OHV issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
	3. Any descriptions, examples, illustrations, samples, testimonials, or advertising issued by OHV or contained in OHV’s websites, catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
	4. These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing.
	5. Any quotation given by OHV shall not constitute an offer and is only valid for a period of seven (7) days from its date of issue, unless otherwise specified in the applicable quotation.
2. Supply of Services
	1. OHV shall supply the Services to the Client in accordance with the Specification in all material respects.
	2. OHV shall use all reasonable endeavours to meet any performance dates specified in the Specification, but any such dates shall be estimates only, and shall be subject always to any turnaround and/or timescales of any relevant government agency, immigration or visa bodies, or national or international regulatory bodies necessary for the performance of the Services, and time shall not be of the essence for performance of the Services.
	3. OHV reserves the right to amend the Specification if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and OHV shall notify the Client in any such event.
	4. OHV warrants to the Client that the Services will be provided using reasonable care and skill.
3. Client’s obligations
	1. The Client shall:
		1. ensure that the terms of the Order and any information it provides to OHV are complete and accurate;
		2. co-operate with OHV in all matters relating to the Services, including OHV’s reasonable instructions in relation to the Services;
		3. promptly provide OHV with such information and materials as OHV may reasonably require in order to supply the Services (which may include without limitation contact details, identification, papers and other documentation in respect of any individual applicant), and ensure that such information and materials are complete, authentic, accurate and up to date;
		4. provide OHV, its employees, agents, consultants and subcontractors, with access to the Client’s personnel as reasonably required by OHV to provide the Services;
		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;
		6. comply with all applicable laws, rules, guidelines, safety codes and regulations, including any public health requirements, in respect of the Services (including without limitation travel restrictions and/or requirements in respect of the Covid-19 pandemic);
		7. keep all materials and documents supplied by OHV and/or any property of OHV (**Supplied Materials**) in safe custody at the Client’s own risk, maintain Supplied Materials in good condition until returned to OHV at OHV’s request, and not dispose of or use Supplied Materials other than in accordance with OHV’s written instructions or authorisation; and
		8. comply with any additional obligations as set out in the Specification.
	2. If OHV’s performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**), including without limitation a delay or failure to provide reasonably required information or materials, or a failure to provide complete and accurate information or materials, or a failure to keep and maintain Supplied Materials:
		1. without limiting or affecting any other right or remedy available to it, OHV shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays OHV’s performance of any of its obligations;
		2. OHV shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from OHV’s failure or delay to perform any of its obligations as set out in this clause 4.2; and
		3. the Client shall reimburse OHV on written demand for any costs or losses sustained or incurred by OHV arising directly or indirectly from the Client Default.
4. Charges and payment
	1. The Charges for the Services shall be the fees set out in the Quotation or if no fees are quoted, the fees set out in OHV's published fee schedule in force at the Commencement Date.
	2. OHV shall also charge the Client for all third-party expenses reasonably incurred by OHV and/or the individuals whom OHV engages in connection with the Services (**Expenses**) including official fees, union fees, consulate fees, travelling expenses, runner costs, courier costs, agent’s fees and any associated expenses, and for the cost of services provided by third parties and required by OHV for the performance of the Services, and for the cost of any materials including printing costs.
	3. OHV reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
	4. OHV shall invoice the Client upon acceptance of the Order in respect of all Charges and all Expenses reasonably anticipated by OHV in respect of the provision of Services, unless otherwise set out in the Quotation. The Client acknowledges and agrees that OHV may not commence the Services until such invoice has been paid in full.
	5. Notwithstanding clause 5.4 above, the Client shall pay each invoice submitted by OHV:
		1. within 7 days of the date of the invoice or in accordance with any credit terms agreed by OHV and confirmed in writing to the Client; and
		2. in full and in cleared funds to a bank account nominated in writing by OHV, and

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

* 1. All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by OHV to the Client, the Client shall, on receipt of a valid VAT invoice from OHV, pay to OHV such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
	2. If the Client fails to make a payment due to OHV under the Contract by the due date, then, without limiting OHV’s remedies under clause 10, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.7 will accrue each day at 4% a year above the Bank of England’s base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
	3. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
1. Intellectual property rights
	1. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by OHV.
	2. The Client grants OHV a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to OHV for the term of the Contract for the purpose of providing the Services to the Client.
2. Marketing & Publicity
	1. OHV agrees that the Client may use and publish images, videos, and descriptions of the Services for the purposes of the Client’s advertising, marketing and publicity, provided that the Client shall provide copies of any publication, press release or advertisement for OHV’s reference and written approval prior to publication or issue.
	2. The Client agrees that OHV may use and publish images, videos, and descriptions of the Services for the purposes of OHV’s advertising, marketing and publicity, provided that OHV shall provide copies of any publication, press release or advertisement for the Client’s reference and written approval prior to publication or issue.
3. Data Protection
	1. The following definitions apply in this clause 8:
		1. Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.
		2. Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
		3. **Domestic Law**: the law of the United Kingdom or a part of the United Kingdom.
	2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
	3. The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and OHV is the Processor.
	4. OHV may receive, use, store and transfer different kinds of personal data about Data Subjects as follows:
		1. Identity Data including first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender.
		2. Criminal Record Data including information about criminal convictions and offences.
		3. Contact Data including billing address, delivery address, email address and telephone numbers.
		4. Financial Data including bank account and payment card details.
		5. Profile Data including usernames and passwords, purchases or orders, feedback and survey responses.
		6. Usage Data including information about the use of OHV’s website, products and services.
		7. Marketing and Communications Data including preferences in receiving marketing from OHV and third parties and communication preferences.
	5. OHV will only use Personal Data when and to the extent permitted by law. Most commonly OHV will use Personal Data in the following circumstances:
		1. Where OHV needs to perform the contract OHV is about to enter into or has entered into with the Client, in particular:
			1. To register the Data Subject as a client and/or applicant in respect of the Services; and
			2. To process and deliver the Order, including the management of payments, fees and charges, and the collection and recovery of money owed to OHV; and
			3. To manage the relationship between the Client and OHV, including notifying changes to OHV’s terms, or asking a Client or Data Subject to leave a review or provide a testimonial.
		2. Where it is necessary for OHV’s legitimate interests (or those of a third party) and the Data Subject’s interests and fundamental rights do not override those interests, in particular:
			1. To use data analytics to improve OHV’s website, products/services, marketing, client relationships and experiences; and
			2. To make suggestions and recommendations to Clients and/or Data Subjects about goods or services that may be of interest to them.
		3. Where OHV needs to comply with a legal obligation.
	6. OHV will only retain Personal Data for as long as reasonably necessary to fulfil the purposes it was received by OHV, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. OHV may retain Personal Data for a longer period in the event of a complaint or if OHV reasonably believes there is a prospect of litigation in respect to OHV’s relationship with the Client or Data Subject. To determine the appropriate retention period for Personal Data, OHV shall consider the amount, nature and sensitivity of the Personal Data, the potential risk of harm from unauthorised use or disclosure of the Personal Data, the purposes for which OHV process the Personal Data and whether OHV can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.
	7. Without prejudice to the generality of clause 8.2, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to OHV and/or lawful collection of the Personal Data by OHV on behalf of the Client for the duration and purposes of the Contract.
	8. Without prejudice to the generality of clause 8.2, OHV shall, in relation to any Personal Data processed in connection with the performance by OHV of its obligations under the Contract:
		1. process that Personal Data only on the documented written instructions of the Client unless OHV is required by Domestic Law to otherwise process that Personal Data. Where OHV is relying on Domestic Law as the basis for processing Personal Data, OHV shall promptly notify the Client of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits OHV from so notifying the Client;
		2. 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, having regard to the state of technological development and the cost of implementing any measures;
		3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
		4. not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
			1. the Client or OHV has provided appropriate safeguards in relation to the transfer;
			2. the data subject has enforceable rights and effective legal remedies;
			3. OHV complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
			4. OHV complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
		5. assist the Client, at the Client’s cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
		6. notify the Client without undue delay on becoming aware of a Personal Data Breach;
		7. at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Contract unless required by Domestic Law to store the Personal Data; and
		8. maintain accurate records and information to demonstrate its compliance with this clause 7 and allow for audits by the Client or the Client’s designated auditor and immediately inform the Client if, in the opinion of OHV, an instruction infringes the Data Protection Legislation.
	9. The Client consents to OHV appointing local visa agents and/or attorneys (in each case solely as necessary, customary or desirable for OHV to provide the Services under and in accordance with the Contract) as a third-party processor of Personal Data under and in accordance with the Contract, provided that OHV shall require the same data protection obligations on a third-party processor as set out in this Contract. OHV shall  inform the Client of any intended changes concerning the addition or replacement of third-party processors, giving the Client the opportunity to object to such changes.
	10. Either party may, at any time on not less than 30 days' notice, revise clause 8 by replacing it with any applicable controller to processor standard clauses or similar terms adopted by the Information Commissioner or forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).
4. Limitation of liability: THE CLIENT’S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE
	1. References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract (including clause 8 above) including liability in contract, tort (including negligence), misrepresentation, restitution, liability for the fraud or dishonesty of others, or otherwise.
	2. Nothing in this clause 9 shall limit the Client's payment obligations under the Contract.
	3. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
		1. death or personal injury caused by negligence; or
		2. fraud or fraudulent misrepresentation.
	4. Subject to clause 9.3, OHV’s total aggregate liability in respect of all claims, losses or damages (including costs or proceedings or interest) arising under or in connection with the Contract shall not exceed one hundred percent (100%) of the Charges payable by the Client under the Contract.
	5. Subject to clause 9.2 and clause 9.3, this clause 9.5 sets out the types of loss that are wholly excluded:
		1. loss of profits;
		2. loss of sales, turnover, or business;
		3. loss of agreements or contracts;
		4. loss of anticipated savings;
		5. loss of use or corruption of software, data or information;
		6. loss of or damage to goodwill; and
		7. indirect or consequential loss.
	6. Unless the Client notifies OHV that it intends to make a claim in respect of an event within the notice period, OHV shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire twelve (12) 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. For the avoidance of doubt, OHV shall not be liable where OHV’s performance of any of its obligations under the Contract is hindered, prevented or delayed by any act or omission by a third-party beyond OHV’s direct control (including any relevant government agency, immigration or visa bodies, or national or international regulatory bodies necessary for the performance of the Services), including without limitation a delay or failure or refusal to provide or approve reasonably required information or materials.
	8. For the avoidance of doubt, this clause 9shall survive the termination or expiry of the Contract.
5. Termination
	1. Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party reasonable written notice.
	2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
		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 thirty (30) days of that party being notified in writing to do so;
		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;
		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; or
		4. the other party’s financial position deteriorates to such an extent that in the terminating party’s opinion the other party’s capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
	3. Without affecting any other right or remedy available to it, OHV may terminate the Contract with immediate effect by giving written notice to the Client if:
		1. the Client fails to pay any amount due under the Contract on the due date for payment; or
		2. there is a change of Control of the Client.
	4. Without affecting any other right or remedy available to it, OHV may suspend the supply of Services under the Contract or any other contract between the Client and OHV if:
		1. the Client fails to pay any amount due under the Contract on the due date for payment;
		2. the Client becomes subject to any of the events listed in clause 10.2(c) to clause 10.2(d), or OHV reasonably believes that the Client is about to become subject to any of them;
		3. OHV reasonably believes that the Client is about to become subject to any of the events listed in clause 10.2(b); or
		4. OHV reasonably believes that information and/or materials supplied to OHV in respect of the Contract (which may include without limitation contact details, identification, papers and other documentation in respect of any individual applicant) are incomplete, inauthentic, inaccurate and/or not up to date.
6. Consequences of termination
	1. On termination or expiry of the Contract:
		1. the Client shall immediately pay to OHV all of OHV’s outstanding unpaid invoices and interest and, in respect of Services supplied and/or Expenses incurred but for which no invoice has been submitted, OHV shall submit an invoice, which shall be payable by the Client immediately on receipt;
		2. the Client shall return all Supplied Materials and any Deliverables which have not been fully paid for. If the Client fails to do so, then OHV may enter the Client’s premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
	2. Termination or expiry of the Contract shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
	3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
7. General
	1. **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
	2. **Assignment and other dealings.**
		1. OHV 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.
		2. The Client 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 OHV.
	3. **Confidentiality.**
		1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, clients or suppliers of the other party, except as permitted by clause 12.3(b).
		2. Each party may disclose the other party’s confidential information:
			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 12.3; and
			2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
		3. Neither party shall use the other party’s confidential information for any purpose other than to perform its obligations under the Contract.
	4. **Entire agreement.**
		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.
		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.
	5. **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).
	6. **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 default. 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.
	7. **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 12.7 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.
	8. **Notices.**
		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 (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Quotation.
		2. Any notice or other communication shall be deemed to have been received:
			1. if delivered by hand, at the time the notice is left at the proper address;
			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
			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(iii),business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
		3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
	9. **Third party rights.**
		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.
		2. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
	10. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales.
	11. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.