

Corporate Account Application Form

Company Name			
Address			
City		Postcode	
Contact Name		Position	
Telephone Number (Inc STD Code)			
Contact Email address			
Invoicing Email address			
Estimated Monthly Spend		Company Reg No	

Services Required (Please tick)

Black Cab	<input type="checkbox"/>	Standard Car / Eco Friendly Car	<input type="checkbox"/>	Executive Car	<input type="checkbox"/>
MPV Standard (6 Passengers)	<input type="checkbox"/>	MPV Executive (7 Passengers)	<input type="checkbox"/>	Business Class	<input type="checkbox"/>
Standard Electric	<input type="checkbox"/>	Executive Electric	<input type="checkbox"/>		<input type="checkbox"/>

Authorised Signatory

I agree to be bound by the CityFleet terms and conditions, a copy of which I have received. I agree that this application may be used as part of a credit check undertaken by CityFleet Networks Limited.

By signing this agreement you confirm that you are duly authorised to enter into this agreement for and on behalf of the company	Signature		Date	
	Name (please print)			
	Position			

CityFleet Use Only	A/C No	PIN No
SA CODE	CREDIT LIMIT	CC



Please return the completed form to: Account Applications, CityFleet Networks Limited, 7 Woodfield Road, London, W9 2BA or email sales@cityfleetbusiness.com

Terms and Conditions of Trading

1. DEFINITIONS

In this Agreement and each Booking, the following definitions apply:

Account	means a Client account opened with CityFleet under which the Client is allocated an Account Number enabling the Client to submit orders for Bookings on the extended credit terms set forth in this Agreement;
Account Number	the confidential identification number allocated by CityFleet to the Client;
Additional Services	those additional services which may be provided by CityFleet during a Booking for Private Hire Services, including, but not limited to: airport meet and greet; waiting time; request for executive or MPV vehicles; use of driver's mobile phone; parking fees; additional stops; soilage and supply of baby seats;
Affiliates	In relation to CityFleet, each and any subsidiary or holding company of CityFleet from time to time;
Agreement	the date of execution of this Agreement;
Commencement Date	
Booking	means a booking made by a Client for Services, howsoever communicated to us, as evidenced by our records;
Booking Reference	the references allocated to the Booking pursuant to clause 3.6;
Booking Request	a request made by the Client to CityFleet for a Booking made either in writing, orally or via the CityFleet mobile application in accordance with the provisions of clause 3.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Cabcharge Card	the booking card issued by and on behalf of CityFleet under which Clients can make Bookings;
Cabcharge Network	the authorised Network Partners who provide passenger services with whom the Client may make Bookings using a Cabcharge Card in accordance with the terms of this Agreement.
Charges	the charges for the supply of the Services by CityFleet as set out in the Price List, communicated to the person making the booking; or the charge rate agreed between CityFleet and the Client as applicable. ;
Christmas Period	means between 18:00 hours on 24 December to 23:59 hours on 26 December, in any year, and from 18:00 hours on 31 December to 23:59 on 1 January, in any year.
CityFleet	Means CityFleet Networks Limited incorporated under company number SC221290 whose registered office is 2/6 Spitfire House, Turnhouse Road, Edinburgh, EH12 0AL (or its subsidiaries or associated companies which provides Services to Clients under these trading terms).
Client	Means any person(s), firm or company which books services with CityFleet.
Contract	an agreement for the provision of Services by CityFleet to the Client upon acceptance of a Booking incorporating the terms of this Agreement;
Credit Limit	the total credit amount extended to the Client in a calendar month;
Driver	means any person who drives a Taxi, Private Hire or Coach Vehicle.
Journey	a journey undertaken by a CityFleet (or Network Partner as the case may be) vehicle for or on behalf of a Client under a Booking;
Network Partner	an authorised member of the Cabcharge Network or a third party supplier
Price List	the list maintained by CityFleet of the Charges for the Services as updated from time to time or as agreed with the client in writing.
Services	Taxi Booking and Account Services provided by CityFleet (or a Network Partner as the case may be) to the Client pursuant to a Booking including, but not limited to, the Private Hire Services and/or the Taxi Services and/or Coach Services
Taxi Services	the provision of booking taxi services to be provided by CityFleet or a Network Partner as the case may be;
Vehicle / Vehicle Type	means a Passenger Vehicle
Waiting Time Charge	the charge levied when a driver is required to wait for collection as more particularly set out in the Price List.

2. INTERPRETATION

- 2.1 The following definitions and rules of interpretation apply in this Agreement and each Contract:
 - 2.1.1 Clause, schedule and paragraph headings shall not affect the interpretation of the Agreement or any Contract.
 - 2.1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
 - 2.1.3 A reference to a company shall include any company, corporation or other corporate body, wherever and however incorporated or established.
 - 2.1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and any reference to one gender shall include a reference to the other genders, and the neuter.
 - 2.1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
 - 2.1.6 A reference to writing or written includes fax and email.
 - 2.1.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 2.1.8 A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 2.1.9 References to clauses are to the clauses of the Agreement;
- 2.1.10 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. BOOKING PROCESS

- 3.1 Prior to making any Booking, the Client shall first open an Account with CityFleet and CityFleet shall allocate the Client an Account Number.
- 3.2 Submission of a Booking Request shall constitute an offer by the Client to purchase the Services in accordance with the terms and conditions set out in this Agreement and as communicated to the Client.
- 3.3 When making a Booking Request the Client must specify:
 - 3.3.1 its Account Number (and any Booking made using that Account Number shall be deemed duly authorised by the Client and the Client shall be liable for all related Charges);
 - 3.3.2 the Services requested;
 - 3.3.3 the date and time the Services are requested for;
 - 3.3.4 the collection address;
 - 3.3.5 the destination address;
 - 3.3.6 the Vehicle Type required.
- 3.4 The Client is responsible for ensuring that the terms of the Booking Request are complete and accurate.
- 3.5 No Booking Request shall be deemed to be accepted by CityFleet until it is confirmed by CityFleet in writing at which point the Contract shall come into existence. CityFleet may, in its absolute discretion, decline to accept any Booking Request.
- 3.6 CityFleet shall assign each Booking with a Booking Reference and shall confirm the Booking Reference in the Booking confirmation. Each party shall refer to the Booking Reference in any subsequent communications relating to the Booking.
- 3.7 The Client shall request a cancellation reference number when cancelling any Booking.
 - 3.8 Each Contract:
 - 3.8.1 shall be deemed entered into by the Client and CityFleet;
 - 3.8.2 forms a separate contract between its parties.
 - 3.9 Bookings fulfilled by Network Partners are done so with CityFleet acting as the disclosed agent of the Network Partner for the purpose of booking platform bookings between the Network Partner and the client. The Network Partner acts as Principal to the client and is subject to these terms.
- 3.10 Bookings carried out by Network Partners will be invoiced in the same manner as bookings made under the this Agreement with CityFleet;
- 3.11 Any amendment to this Agreement agreed by the Client and CityFleet in accordance with clause 10.1 shall be deemed to apply to all future Bookings accepted by CityFleet after the date of such amendment.

4. CHARGES

- 4.1 All Charges will be in reference to the Price List maintained by CityFleet and communicated to the Client.
- 4.2 In consideration of performance of the Services, the Client shall pay the applicable Charges and any applicable VAT (without set off or deduction) in accordance with the provisions of this clause 4.
 - 4.2.1 For Network Bookings where applicable VAT will be chargeable depending on the individual VAT status of the Network Partner.
 - 4.2.2 At the time of opening an Account, CityFleet will set a Credit Limit applicable to the Account. CityFleet reserves the right to refuse to accept any further Booking Requests in the event of the Credit Limit being met or exceeded. It is the sole duty of the Client to ensure that the use of the Services is requested within the Credit Limit. CityFleet is under no duty to limit the Services provided to the Client to the Credit Limit and may, in it is absolute discretion, continue to provide the Services should the Credit Limit be exceeded. The Client shall pay the full amount of Charges incurred in that calendar month in accordance with the provisions of this clause 4, regardless of whether or not the Credit Limit has been exceeded.
- 4.3 CityFleet reserves the right to vary the Price List from time to time.
- 4.4 CityFleet reserve the right to charge the Customer a surcharge for all journeys made during the Christmas Period, such surcharge will be communicated to the person making the relevant Booking.
- 4.5 Subject to any other written agreement between the parties, CityFleet shall invoice the Client monthly in arrears to include all incurred Charges relating to Bookings made under the Account Number.
- 4.6 The Client shall pay each invoice submitted to it by CityFleet, in full and in cleared funds, within 21 days of the date of the invoice ('the due date' issued pursuant to clause 4.2).
- 4.7 Preferred method of payment is by Direct Debit, on completion of a Direct Debit Mandate or alternatively cheque, telegraphic transfer or BACS to such bank account as notified by us to the client.
- 4.8 Without prejudice to any other right or remedy that it may have, if the Client fails to pay CityFleet on the due date for payment, the Client shall pay interest on the overdue amount at the rate of 10% per annum. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
- 4.9 All sums payable to CityFleet under this Agreement shall become due immediately on its termination, despite any other provisions.
- 4.10 In the event of any dispute concerning the calculation of the Charges, such dispute shall be raised in writing within 14 days of the date of the invoice (time being of the essence) and the Client shall pay any amount not in dispute. Where no dispute is raised within this time period the Client shall be deemed to accept the amount invoiced as being properly calculated and due and payable.

5. LIABILITY

The Client's attention is drawn particularly to this clause

- 5.1 Nothing in this Agreement shall limit or exclude a party's liability for:
- 5.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 5.1.2 fraud or fraudulent misrepresentation; or
- 5.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 5.2 Subject to clause 5.1, to the fullest extent permitted by law, CityFleet shall have no liability in any way whatsoever for any liability, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Agreement.
- 5.3 Subject to clause 5.1 and clause 5.2, CityFleet's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with:
- 5.3.1 a breach of a term of this Agreement shall be limited to the fees paid under Contracts in the 12 month period preceding the date of the claim;
- 5.3.2 a breach of a Contract shall be limited to £150.
- 5.4 The Client shall indemnify and keep indemnified CityFleet from and against any costs, claims, demands, expenses and damages (whether direct or indirect) of whatever nature incurred by CityFleet arising out of or in connection with any claim, negligent act or omission, or default of the Agreement by the Client or its employees, agents or passengers.
- 5.5 This clause 5 shall survive termination of the Agreement.

6. TERMINATION

- 6.1 Either Party may terminate this Agreement by giving to the other party not less than 3 months written notice to terminate.
- 6.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 6.2.1 the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 21 days after being notified in writing to do so;
- 6.2.2 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- 6.2.3 the other party 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 or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 6.2.4 the other party 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 other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 6.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 6.2.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- 6.2.7 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 6.2.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 6.2.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- 6.2.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 6.2.3 to clause 6.2.9 (inclusive);
- 6.2.11 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- 6.2.12 there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 6.3 For the purposes of clause 6.2.1, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- 6.4 Without affecting any other right or remedy available to it, either party to a Contract may terminate it with immediate effect by given notice to the other party if any of the events set out in clause 6.1 apply.

7. CONSEQUENCES OF TERMINATION

- 7.1 On termination of this Agreement, howsoever arising, the Client shall immediately pay to CityFleet all outstanding unpaid invoices and interest (as applicable), and in respect of Services supplied but for which no invoice has yet been submitted, CityFleet shall submit an invoice which shall be payable by the Client immediately upon receipt.
- 7.2 On termination of this Agreement, howsoever arising, any Booking accepted by CityFleet prior to the date of termination that is to occur after the date of termination, shall also terminate, unless CityFleet, in its absolute discretion, agrees to continue to perform the Services. In such circumstances, CityFleet shall submit an invoice upon the performance of the Service which shall be payable by the Client immediately upon receipt.
- 7.3 Termination of any Contract shall not affect any other Contract or this Agreement.
- 7.4 On termination of the Agreement:

- 7.4.1 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected; and
- 7.4.2 the following clauses shall continue in force: clause 2 (Interpretation), clause 4 (charges), clause 5 (Limitation of liability), clause 7 (Consequences of termination), clause 10 (General).

8. GENERAL – ALL SERVICES

- 8.1.1 CityFleet shall deliver the Services in accordance with the degree of skill and operating practice which would be expected from an experienced provider of services of a similar type to the Services.
- 8.1.2 CityFleet shall procure that the Services are performed with due care and skill and shall use reasonable endeavours to ensure that the Services are carried out by a suitably qualified, skilled and experienced person.
- 8.1.3 Any dates or times specified in connection with the performance of the Services are estimates only and time shall not be of the essence for the performance by CityFleet of its obligations under a Contract.
- 8.1.4 CityFleet makes no guarantee that any passenger shall be delivered within the Client's stipulated time period (if any) and/or within any time period stated by CityFleet. In particular, CityFleet cannot be held responsible for any delays caused by traffic congestion, weather conditions, incidents on road, or vehicle mechanical failure, and bears no liability for the same.
- 8.1.5 To the extent permitted by law, we shall not be liable in any way whatsoever for the acts or omissions of any network partners to whom we sub-contract the Services. We shall use our reasonable endeavours to ensure that we only sub-contract the Services to such third parties that have at least the minimum insurance cover required in the third party's country of operation. If we are aware that a third party does not have a level of insurance coverage which we would expect, we reserve the right to request that the Customer signs a standard form disclaimer and acknowledgement in respect of the same.
- 8.1.6 Any Client property is carried entirely at the Client's own risk and CityFleet accept no responsibility for any loss or damage to the Client's property.
- 8.1.7 A reasonable amount of ordinary passenger luggage may be allowed to be carried in the vehicle at the absolute discretion of the driver. If, in the reasonable opinion of the driver, the luggage amounts to an excessive weight, or poses a threat or danger to the driver, the vehicle, or passengers, the driver may refuse to carry such luggage.
- 8.1.8 CityFleet bears no responsibility to any luggage left by the Client in the vehicle, but will use best endeavours to try to return the luggage via its drivers or Network Partners.
- 8.1.9 CityFleet shall not be responsible for any property left by the Client in any vehicle. Where property is found CityFleet will use best endeavours to try and return the property and will store this for a period of one month and will be entitled to deal with this appropriately in its absolute discretion as CityFleet see fit.
- 8.1.10 CityFleet reserves the right (and delegates to its drivers the right) to refuse to carry any person who is thought to be under the influence of alcohol or drugs and/or whose behaviour is considered to pose a threat to the driver, the vehicle, or other passengers.
- 8.1.11 Clients will be held responsible for any damage to vehicles, fittings or equipment, caused through negligence, misconduct or any default of the Client or any passenger travelling with the Client. During the Journey Clients are not permitted to:
- smoke, consume alcohol or drugs or engage in any other illegal activity;
 - carry any animal (except for registered guide dogs) save for where permission was granted at the time of Booking, and where permitted, such animal must be carried in a suitable box or cage or appropriately restrained, and CityFleet reserves the right, in its absolute discretion to cancel or refuse to carry out any Booking where in the opinion of the driver the Client is in breach of the above.
- 8.1.12 CityFleet reserves the right to charge a reasonable repair or cleaning charge in the event of any spillage or soiling or other contamination or damage to a vehicle caused by the Client.
- 8.1.13 All Clients are required to use seatbelts at all times.
- 8.1.14 The Client may cancel a Booking by notifying CityFleet as soon as possible. CityFleet reserves the right to charge a Cancellation Fee for any cancelled Bookings.
- 8.1.15 where requested, CityFleet will issue the Client with Cabcharge Cards unique to the cardholder name encompassing the Cabcharge Card.
- 8.1.16 The Client hereby authorises CityFleet to make any payments in respect of Bookings undertaken by a Network Partner to the Network Partner and fully indemnifies CityFleet in respect of all and any costs, charges and expense incurred by CityFleet in making such payment.

9. CABCHARGE CARDS

- 9.1.1 The Client shall:
- a. take all reasonable measures to ensure the proper use of the Cabcharge Card;
 - b. notify CityFleet of the identity of all persons authorised to use the Cabcharge Card on behalf of Client;
 - c. not permit any person other than a proper or duly authorised party to use the Cabcharge Card and shall be fully responsible for the Bookings made by a person using its Cabcharge Card;
 - d. cease to use the Cabcharge Card service promptly after the relevant Cabcharge Card and authority numbers cease to be valid;
 - e. immediately notify CityFleet on becoming aware that:
 - (i) the Cabcharge Card has been lost or stolen;
 - (ii) the authority numbers have been irregularly or incorrectly disclosed;
 - (iii) any previously authorised person has had such authority terminated

9.1.2 Validity

The Cabcharge Card shall cease to be valid:

- a. on the expiry date shown on the Cabcharge Card;
- b. on the day in which CityFleet ceases to provide the Cabcharge Card service;
- c. when CityFleet is notified of any of the events set out in paragraph 9.1.1d.

9.1.3 The Client shall pay to CityFleet all applicable Charges notwithstanding that some Charges may have been incurred without the full authority of the Client in breach of paragraph 9.1.1b.

10. GENERAL

Variation

10.1 CityFleet may from time to time vary the terms of this Agreement and shall, as soon as reasonably practicable, notify the Client of any such variations. The Client shall then have 21 days from the date of such notice decline such variations and may serve notice to terminate the Agreement in accordance with the provisions of clause 6. In the absence of any objection to the notice of variations during the objection time period, the Client shall be automatically be deemed to accept the variations as notified.

Waiver

10.2 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

10.3 A failure or delay by a party to exercise any right or remedy provided under this Agreement 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 this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

Rights and Remedies

10.4 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

Severance

10.5 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

10.6 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

Entire Agreement

10.7 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

10.8 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

Force Majeure

10.9 CityFleet shall not be in breach of any provision of this Agreement nor liable for delay in performing, or failure to perform any of its obligations under it where any such delay or failure is as a result from events or circumstances beyond its reasonable control.

Assignment and Other Dealings

10.10 CityFleet may assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.

No Partnership or Agency

10.11 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

10.12 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

Third Party Rights

10.13 With the exception of any Affiliate providing Services under the terms of this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

Notices

10.14 Any notice given to a party under or in connection with this Agreement 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).

Any notice shall be deemed to have been received:

10.14.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

10.14.2 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.

10.15 The provisions of clause 10.14 do 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.

Counterparts

10.16 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

10.17 No counterpart shall be effective until each party has executed at least one counterpart.

Governing Law

10.18 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Jurisdiction

10.19 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).