


Accreditation Terms and Conditions
(United Kingdom Institutions)

1. Interpretation

1.1. In these Accreditation Terms and Conditions, the following terms shall have the following meanings:

Academic Accreditation Committee	means the committee responsible for making all accreditation decisions;
Accreditation Guidance	means the guidance issued by the IET which is considered as being good practice for accredited degree programmes;
Accreditation Panel Member	means a suitably qualified and trained individual (academic, industrialist or IET staff member) appointed by the IET to carry out any of the following: an Initial Review, Advisory Visit, Accreditation Visit, Monitoring Review or Monitoring Visit;
Accreditation Requirements	means the accreditation requirements that the HEI must satisfy in order for each of their Programmes to be accredited, as set by the Engineering Council in the AHEP;
Accreditation Visit	means a visit by Accreditation Panel Members to the HEI's site(s) to conduct a full accreditation assessment;
Action Plan	means the required and/or recommended actions the HEI should take for the Programmes to be accredited;
ADAMS	means the IET's Accreditation Database and Accreditation Management System;
Advisory Visit	means a visit by Accreditation Panel Members to the HEI's site(s) to advise on issues that will need to be addressed before the Accreditation Visit;
AHEP	means the Accreditation of Higher Education Programmes Third Edition, published by the Engineering Council and available at http://www.engc.org.uk/ahep ;
Annual Fee	means the annual fee for accreditation as advised by the IET;
Decision Letter	means the letter confirming the Academic Accreditation Committee's decision;
Final Year Output	means evidence of the final year of a Programme;
First Output Review	means a review, conducted remotely, of the Final Year Output to determine if the number of Intake Years for which accreditation has been granted should be extended;
HEI	means the higher education institution applying for accreditation of its Programmes, as set out in the submitted accreditation application;
IET	means the Institution of Engineering and Technology, a body incorporated by Royal Charter and a charity registered in England and Wales and Scotland (charity registration numbers 211014 and SC038698 respectively) whose registered address is Savoy Place, London, WC2R 0BL, United Kingdom;
Initial Review	means a review, conducted remotely, to check the suitability of the Programmes for accreditation;
Intake Year	means the year in which a cohort of students start studying a Programme;
Logo	means the following logo: 
Monitoring Review	means a review, conducted remotely, to check the HEI is complying with the Action Plan within the agreed timescales;
Monitoring Visit	means a visit by Accreditation Panel Members to check the HEI is complying with the Action Plan within the agreed timescales;
PEI	means a professional engineering institution (other than the IET) licensed by the Engineering Council;
Programmes	means those degree courses listed in the HEI's accreditation application;
Report	means a report setting out the Accreditation Panel Members'

	feedback from an Advisory Visit, Accreditation Visit, Monitoring Review or Monitoring Visit;
Significant Changes	means such changes which may or will put the HEI's compliance with the Accreditation Requirements at risk and jeopardise the accreditation award;
Taxes	means any sales tax, value added tax, service tax, import tax, withholding tax and any such similar taxes, levies or duties.

2. Application of these Terms and Conditions

- 2.1. These Accreditation Terms and Conditions apply to institutions in the United Kingdom only.
- 2.2. By submitting a request for accreditation, the HEI accepts and agrees to be bound by these Accreditation Terms and Conditions.
- 2.3. Furthermore, the HEI acknowledges and accepts that the AHEP (and therefore the Accreditation Requirements) may be subject to amendment at any time.
- 2.4. Should the HEI have any questions about these Accreditation Terms and Conditions, or about accreditation in general, please contact the Accreditation Team at accreditation@theiet.org or +44 (0)1438 765610.

3. Working with Other Professional Engineering Institutions

- 3.1. Where an HEI invites another PEI to accredit degree programmes (which may include the Programmes) alongside the IET, it might be appropriate for the IET to lead on the co-ordination of reviews and visits so that they take place at the same time. In this instance, all accreditation applications will be run through the ADAMS system. For the avoidance of doubt, any accreditation granted by another PEI will be subject to that PEI's terms and conditions, and the IET will not be responsible or liable in any way to the HEI in respect of that other PEI's accreditation.
- 3.2. Where the IET does not the lead on the co-ordination of reviews and visits, they will be organised the other PEI. In this instance, all accreditation applications do not need to be run through the ADAMS system. For the avoidance of doubt, any accreditation granted by the IET will be subject to these Accreditation Terms and Conditions and the HEI must accept and comply with them at all times.
- 3.3. Where more than two PEIs have been invited by the HEI to simultaneously accredit programmes, it might be more appropriate to follow the Engineering Accreditation Board's (EAB) application process, managed by the Engineering Council. The Engineering Council (under the EAB process) will be responsible for the co-ordination of reviews and visits. For the avoidance of doubt, any accreditation granted by the IET will be subject to these Accreditation Terms and Conditions and the HEI must accept and comply with them at all times.

4. Request for Accreditation

- 4.1. In order to send a request for accreditation to the IET, the HEI can either:
 - 4.1.1. register for an account on ADAMS and submit its request online. In this case, the HEI must keep its account details confidential and only grant access to such users that are involved in the accreditation process; or
 - 4.1.2. submit a request directly to the IET accreditation team.
- 4.2. The HEI's request for accreditation must:
 - 4.2.1. be written in English;
 - 4.2.2. be comprehensive and include all required documents that are available at the relevant time. Where any information is not available, the HEI will advise the IET of an estimated time by which it can be provided; and

- 4.2.3. include all Programmes for which accreditation is sought and a list of the HEI's sites at which those Programmes are delivered.
- 4.3. Upon receipt of the request for accreditation, the IET will consider the information and will:
 - 4.3.1. where it considers necessary, notify the HEI that an Initial Review is required; and
 - 4.3.2. provide the HEI with an Annual Fee quotation, which must be accepted by the HEI in order for the accreditation process to continue. (For the avoidance of doubt, the Annual Fee quotation will be the fee payable in the first year only; the Annual Fee for each subsequent year will be notified and invoiced in accordance with clause 14.)
- 4.4. The IET will endeavour to provide such reasonable support and guidance to the HEI throughout the accreditation process, subject to the availability of its staff.
- 4.5. Where a Programme is not included in the original request for accreditation, but the HEI would like such Programme to be considered for accreditation, the IET may (at its discretion) include such Programme providing the Initial Review (if so required) has not been completed. Where the Initial Review has been completed, the HEI will be required to submit a new request for accreditation in respect of the new Programme and the two processes may run alongside each other concurrently.

5. Initial Review

- 5.1. Where the IET notifies the HEI that an Initial Review is required, this is a mandatory stage in the accreditation process and cannot be circumvented.
- 5.2. The HEI will comply with the IET's reasonable requests for information within the timeframes specified. Should the HEI fail to do so, the IET may at its sole discretion either:
 - 5.2.1. extend the time in which to carry out the Initial Review; or
 - 5.2.2. terminate the accreditation process.
- 5.3. Providing the Initial Review returns a positive outcome, the HEI's application will proceed to the next stage. If not, the HEI's application will be dismissed, but this does not preclude the HEI from making a further accreditation application at a later date (either in respect of the Programmes or any other relevant programmes of study).

6. Advisory Visit

- 6.1. The Advisory Visit:
 - 6.1.1. will take approximately 2-3 days;
 - 6.1.2. must be conducted in English;
 - 6.1.3. must be scheduled at least 6 months in advance; and
 - 6.1.4. must take place within two years of the application for accreditation being submitted.
- 6.2. During the Advisory Visit, the HEI will allow the Accreditation Panel Members access to such documents, persons and facilities (at all sites at which the Programmes are delivered) as it reasonably requests in order to carry out their assessment. Should the HEI fail to do so, the Accreditation Panel Members may bring the Advisory Visit to an early end.
- 6.3. Within 20 working days of the Advisory Visit, the Accreditation Panel Members will prepare and send to the HEI a Report. The HEI must address any actions identified in the Advisory Visit Report before the Accreditation Visit takes place.
- 6.4. If, following the Advisory Visit, the IET determines that accreditation is not achievable, it may terminate the accreditation process.

7. Accreditation Visit

7.1. The Accreditation Visit:

- 7.1.1. will take approximately 2-3 days;
- 7.1.2. must be conducted in English;
- 7.1.3. must be scheduled at least 6 months in advance; and
- 7.1.4. must take place within two years of the Advisory Visit unless the IET agrees otherwise.

7.2. Prior to the Accreditation Visit, the HEI will submit all required documents within the timeframes specified. Should the HEI fail to do so, the IET may at its sole discretion either:

- 7.2.1. postpone the Accreditation Visit; or
- 7.2.2. cancel the Accreditation Visit and terminate the accreditation process.

7.3. During the Accreditation Visit:

- 7.3.1. the HEI will allow the Accreditation Panel Members access to such documents, persons and facilities (at all sites at which the Programmes are delivered) as it reasonably requests in order to carry out their assessment. Should the HEI fail to do so, the Accreditation Panel Members may bring the Accreditation Visit to an early end.
- 7.3.2. the onus is on the HEI to demonstrate to the satisfaction of the Accreditation Panel Members (and subsequently the Academic Accreditation Committee) that they satisfy the Accreditation Requirements and Accreditation Guidance.

7.4. Within 20 working days (approximately) of the Accreditation Visit, the Accreditation Panel Members will prepare and send to the HEI a Report and Action Plan.

7.5. Within 20 working days of receiving the Report and Action Plan, the HEI will respond to the Action Plan setting out their proposals to implement the Action Plan and corresponding timeframes. (The time frame may be extended at the IET's discretion.)

8. **Accreditation Decision**

8.1. The Academic Accreditation Committee will either:

- 8.1.1. (where the Programmes are fully established) accredit the Programmes for 2, 3 or 5 Intake Years on the condition that the HEI implements the Action Plan in the timeframe agreed; or
- 8.1.2. (where the Programmes are new and the Final Year Output is not yet available) accredit the Programmes for up to 1 year after the Final Year Output is due subject to a Final Output Review being completed and will notify the HEI of when the Final Output Review will take place; or
- 8.1.3. ask the HEI to make changes to their proposals in the Action Plan and resubmit it to the Academic Accreditation Committee for further consideration at a future meeting; or
- 8.1.4. reject the accreditation completely, in which case the accreditation process will be terminated immediately.

8.2. Where accreditation is awarded, it will apply to the Intake Year, and in some instances, accreditation may (subject to satisfactory evidence being presented and in accordance with the IET's Backdating Policy) be backdated to previous Intake Years.

8.3. The IET will send to the HEI:

- 8.3.1. the Decision Letter, which will specify:
 - i) where applicable, the level of accreditation awarded for each accredited Programme;

- ii) in the case of accreditation awarded for 5 Intake Years, the date of the next Accreditation Visit for re-accreditation purposes;
- iii) in the case of accreditation awarded for 2 or 3 Intake Years, the year the Monitoring Review or Monitoring Visit will take place;
- iv) in the case of accreditation awarded to Programmes without a Final Year Output being available, the Intake Years for which accreditation is granted and the year the First Output Review should take place;
- v) in the case of rejection of accreditation, the reasons as to why accreditation was rejected;

8.3.2. a copy of the Report. No part of the Report may be reproduced without the IET's prior written consent.

8.4. If the HEI is not satisfied with the Academic Accreditation Committee's decision, it may lodge an appeal within 14 working days of receipt of the Decision Letter and Report in accordance with the IET's appeals procedure, which is available on request.

9. Conditions of Accreditation

9.1. Where accreditation is awarded, the HEI must:

- 9.1.1. ensure that the description of each accredited Programme carries the full statement of the level and category of accreditation that was awarded by the IET. Such statements are included within each Decision Letter. ;
- 9.1.2. continue to ensure that the Programmes meet the Accreditation Requirements and Accreditation Guidance at all times;
- 9.1.3. not make any Significant Changes to the Programmes (either the content or their delivery) without the prior written consent of the IET;
- 9.1.4. provide an annual status update on the accredited Programmes in such format specified by the IET;
- 9.1.5. notify the IET of any changes to key personnel or Significant Changes to resources relevant to the Programmes; and
- 9.1.6. not at any time claim any programmes other than those Programmes that have been awarded accreditation are accredited by the IET.

10. Monitoring Reviews and Monitoring Visits

10.1. Where applicable, the first Monitoring Review or Monitoring Visit will, subject to clause 10.2, take place on the date specified in the Decision Letter and will be conducted in English.

10.2. Prior to the Monitoring Review or Monitoring Visit, the HEI will comply with the IET's reasonable requests for information within the timeframes specified. Should the HEI fail to do so, the IET may at its sole discretion:

- 10.2.1. either change the date of / timeframe for the Monitoring Review or Monitoring Visit; or
- 10.2.2. terminate the accreditation process.

10.3. During the Monitoring Review or Monitoring Visit, the HEI will (as applicable):

- 10.3.1. comply with all reasonable requests from the IET for evidence demonstrating that the proposals in the Action Plan have been, or are in the process of being, implemented; and
- 10.3.2. allow the Accreditation Panel Members access to such documents, persons and facilities (at all sites at which the Programmes are delivered) as it reasonably requests in order to

carry out their further assessment. Should the HEI fail to do so, the Accreditation Panel Members may bring the Monitoring Visit to an early end.

- 10.4. The Accreditation Panel Members will update the Report and Action Plan and may either:
- 10.4.1. subject to being satisfied that the HEI has made adequate progress on the Action Plan, recommend to the Academic Accreditation Committee that the period of accreditation is extended (up to a maximum of 5 Intake Years in total); or
 - 10.4.2. recommend further action to be taken by the HEI.
- 10.5. Where applicable, the Academic Accreditation Committee will consider the recommendation at the next available meeting and will decide whether or not to extend the accreditation period.
- 10.6. The IET will send to the HEI the Decision Letter, which will either:
- i) confirm that the accreditation period has been extended to 5 years; or
 - ii) recommend further action to be taken by the HEI.

11. First Output Review

- 11.1. At the First Output Review, the HEI must make available the Final Year Output for consideration by the IET and comply with all reasonable requests for information within the timeframes specified.
- 11.2. The Accreditation Panel Members may either:
- 11.2.1. subject to being satisfied that the Final Year Output is sufficient, recommend to the Academic Accreditation Committee that the period of accreditation is extended (up to a maximum of 5 Intake Years); or
 - 11.2.2. recommend further action to be taken.
- 11.3. Where applicable, the Academic Accreditation Committee will consider the recommendation at the next available meeting and will decide whether or not to extend the accreditation period.
- 11.4. The IET will send to the HEI the Decision Letter, which will either:
- i) confirm that the accreditation period has been extended; or
 - ii) recommend further action to be taken by the HEI.

12. Maintaining Accreditation, Re-Accreditation or Expired Accreditation

- 12.1. The IET will send annual reminders of the actions the HEI must take in order to maintain accreditation. It is the HEI's responsibility to comply with these actions in the time frames specified and to report to the IET that they have been completed.
- 12.2. It is the HEI's responsibility to request a Monitoring Review or Monitoring Visit, First Output Review or re-accreditation. If accreditation lapses before an outstanding Monitoring Review, Monitoring Visit or First Output Review, a visit (the nature of which will be advised by the IET) will be required to extend accreditation.
- 12.3. Towards the end of the 5 Intake Years accreditation period, the IET will (subject to receiving a written request from the HEI and payment of the Annual Fee) conduct another Accreditation Visit to determine whether the Programmes should be re-accredited for a further period. In such circumstances, the provisions in clauses 7 (excluding clause 7.1.4) and 8 will apply. The IET is under no obligation to re-accredit the Programmes and any re-accreditation is subject to further examination of the HEI meeting the Accreditation Requirements and Accreditation Guidance.
- 12.4. An Initial Review and Advisory Visit will also be carried out where accreditation has lapsed for more than 2 years.

13. Right to Audit

- 13.1. Where accreditation of the Programmes has been awarded, the IET reserves the right to conduct an accreditation audit (either remotely or on site, and either by itself or via appointed agents) at any time it deems necessary and the HEI will comply with the IET's investigations and requests for information.
- 13.2. Where an audit identifies any issues, the IET may at its discretion:
 - 13.2.1. either enter into discussion with the HEI and agree how/when the issues will be addressed in order for accreditation to be retained; or
 - 13.2.2. withdraw the accreditation for all or some of the Programmes.

14. Annual Fee

- 14.1. The HEI may be subject to a credit check prior to any activity being undertaken by the IET. Should the credit check return a negative result, the IET may reject the HEI's request for accreditation.
- 14.2. The IET will invoice the HEI for the Annual Fee in/around September for each year of the accreditation period.
- 14.3. The Annual Fee:
 - 14.3.1. is, unless specified otherwise, net of all Taxes, howsoever arising. The HEI will pay any Taxes incurred in connection with the accreditation services provided by the IET;
 - 14.3.2. will be invoiced and paid in pounds sterling; and
 - 14.3.3. is non-refundable under any circumstances.
- 14.4. All invoices must be paid within 30 days of the date of the invoice.
- 14.5. The IET reserves the right to increase the Annual Fee once in a 12 month period. The IET will notify the HEI of the increase and the date from which the revised Annual Fee amount will be effective. If the HEI does not agree with any increase to the Annual Fee, it may terminate this Agreement by giving the IET not less than 3 months' notice, such notice to be served no later than 10 working days from the date of the IET's notice.

15. Cancellation of Visits

- 15.1. The IET reserves the right to cancel or postpone an Advisory Visit, Accreditation Visit or Monitoring Visit in the instance that:
 - 15.1.1. the HEI has failed to pay in full any Annual Fee invoiced;
 - 15.1.2. the Accreditation Panel Members are, for whatever reason, unable to attend on the dates originally agreed; or
 - 15.1.3. a force majeure event or circumstances beyond the IET's reasonable circumstances occurs.

16. Certificate, Logos and Database

- 16.1. Upon an award of accreditation:
 - 16.1.1. the HEI is granted a non-transferable, non-exclusive, royalty-free licence to use the Logo on accredited Programme documentation and promotional material, subject to compliance with any guidance issued from time to time by the IET. To obtain a copy of the IET's accreditation logo, please email accreditation@theiet.org. The HEI may also use the Engineering Council's accreditation logo, please visit www.engc.org.uk/accrediteddegreelogo.aspx for further information;

- 16.1.2. the accredited Programmes and their host departments will be included in the list of currently accredited programmes published by the IET;
- 16.1.3. the IET will procure that the accredited Programmes are included in the Engineering Council's accreditation database.

17. Termination / Withdrawal of Accreditation

- 17.1. The IET may terminate the accreditation application process immediately on written notice if:
 - 17.1.1. in the sole opinion of the IET, there is no strong evidence that the Accreditation Requirements or the Accreditation Guidance will be met;
 - 17.1.2. the HEI breaches any of the provisions in these Accreditation Terms and Conditions; or
 - 17.1.3. the HEI is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the IET reasonably believes that to be the case.
 - 17.1.4. the IET is no longer licensed by Engineering Council to award accreditation to higher education institutions.
- 17.2. The IET may withdraw an award of accreditation in respect of the Programmes immediately on written notice if the HEI:
 - 17.2.1. fails to implement the Action Plan within the agreed timeframe;
 - 17.2.2. makes Significant Changes to accredited Programmes without the IET's prior written consent;
 - 17.2.3. breaches any of the provisions in these Accreditation Terms and Conditions;
 - 17.2.4. purports, or attempts to purport, that any programme other than those Programmes that have been awarded accreditation, is accredited by the IET;
 - 17.2.5. purports, or attempts to purport, that any programme taught at any location other than those locations that have been included within the scope of the accreditation application/decision, is accredited by the IET;
 - 17.2.6. misuses the Logos or the statements of the level and category of accreditation;
 - 17.2.7. is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (or equivalent legislation in the jurisdiction of the HEI) or the IET reasonably believes that to be the case.
- 17.3. Upon termination or withdrawal of an award of accreditation:
 - 17.3.1. the HEI must pay the IET all outstanding amounts owed as at the date of termination/withdrawal.
 - 17.3.2. the HEI must remove all Logos from its programme documentation and promotional material, destroy any printed materials containing such Logos, and refrain from using such Logos in the future;
 - 17.3.3. the IET will remove the previously accredited Programmes from its published list of accredited programmes; and
 - 17.3.4. the IET will procure the removal of the relevant accreditation records from Engineering Council's accreditation database.
- 17.4. Should the HEI seek to either: i) terminate its accreditation application part way through the process; or ii) postpone its accreditation application (subject to the IET's written consent), it will be responsible to the IET for all costs incurred by the IET up to the date of termination/postponement.

18. INFORMATION AND ADAMS

- 18.1. The HEI will ensure that any information it supplies to the IET or uploads to ADAMS is true and accurate.
- 18.2. The HEI confirms that it either owns, or has the permission to use, all intellectual property rights in and to the information it supplies to the IET or uploads to ADAMS and shall have sole responsibility for the reliability, integrity, accuracy and quality of such information.
- 18.3. The HEI grants to the IET a royalty-free, non-transferable, non-exclusive licence for the duration of the accreditation process and any accreditation period to use the supplied or uploaded information for the purposes of accreditation only.
- 18.4. The HEI is fully liable for the legality of all information it supplies to the IET or uploads to ADAMS. If such information infringes any third party intellectual property rights, the HEI agrees to indemnify and hold harmless the IET for all claims and losses related to such infringement and/or illegality.
- 18.5. The IET will take reasonable measures to ensure the security of ADAMS. However, the IET shall not be liable for any loss or damage to the information, and all information uploaded is done so at the HEI's risk.
- 18.6. The HEI acknowledges and agrees that access to ADAMS is reliant on the internet and as such the IET cannot guarantee that ADAMS will always be available, uninterrupted or error-free. The IET shall not be responsible or liable for any delay, downtime, transmission error, software or equipment incompatibilities, force majeure or any other losses arising as a result of the HEI being unable to access ADAMS.

19. Data Protection

- 19.1. Where the HEI includes examples of students' work in its request for accreditation, it must obtain each student's permission to include their name and/or student identification number (or any other identifying information). If this has not been obtained (either directly or via a data policy signed by the student covering such eventualities) then all personal data (i.e. name, student identification number etc.) must be removed prior to such work being submitted.

20. General

- 20.1. **Communication:** The HEI will respond promptly to all communications from the IET.
- 20.2. **Liability:** Except in the case of death or personal injury caused by the IET's negligence or fraud or fraudulent misrepresentation, the IET's liability to the HEI for any loss or damage of any nature whatsoever, howsoever occurring, shall be limited (in the aggregate) to the amount of the Annual Fees paid by the HEI at the time of the event giving rise to the claim.
- 20.3. **Entire Agreement:** These Accreditation Terms and Conditions set out the entire agreement between the parties and supersedes any prior communication and all prior arrangements and understandings, whether written or oral, between the parties with respect to the subject matter hereof. The HEI acknowledges that no representations or promises not expressly contained in these Accreditation Terms and Conditions have been made to it by the IET or any of its servants, agents, employees, members or representatives.
- 20.4. **Assignment:** The HEI is not permitted to assign or otherwise dispose of any of its rights or obligations under these Accreditation Terms and Conditions and shall notify the HEI of such changes.
- 20.5. **Severance:** If any provision of these Accreditation Terms and Conditions shall be prohibited by or adjudged by a court to be unlawful, void or unenforceable, such provision shall to the extent required be severed from these Accreditation Terms and Conditions and rendered ineffective as far as possible without modifying the remaining provisions of these Accreditation Terms and Conditions, and shall not in any way affect any other circumstances or the validity or enforcement of these Accreditation Terms and Conditions.

- 20.6. **Variation:** The IET reserves the right to amend these Accreditation Terms and Conditions at any time.
- 20.7. **Notices:** Any notice given under these Accreditation Terms and Conditions must be hand delivered or sent by first class post to the receiving party's registered address, with a copy being sent by email: for the IET, to accreditation@theiet.org; for the HEI, to the main email address contained within the request for accreditation. A notice shall be deemed received: in the case of being hand delivered, at the time of delivery provided a signature is obtained; in the case of being sent by first class post, 2 working days after sending.. This clause does not apply to notices being sent in legal or other dispute resolution proceedings.
- 20.8. **Dispute Resolution:** Any dispute arising out of or in connection with these Accreditation Terms and Conditions shall be referred to a senior representative for each party for an amicable resolution in the first instance. If any dispute between the parties has not been resolved amicably within one month of negotiations, then the dispute may be referred to a single arbitrator to be nominated by the President for the time being of the Chartered Institute of Arbitrators, in accordance with the Arbitration Act 1996. The arbitration shall take place in London and shall be in accordance with the Arbitration Act 1996 and the Rules of the London Court of International Arbitration. The decision of the Arbitrator shall be final and binding. Either party may at any time seek urgent interim relief from the courts.
- 20.9. **Governing Law and Jurisdiction:** These Accreditation Terms and Conditions, and any dispute or claim arising out of, or in connection with them, their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with English law and the courts of England shall have exclusive jurisdiction to settle any such dispute or claim.