

TERMS AND CONDITIONS FOR THE PROVISION OF CORE TRAINING COURSES FOR THE ACADEMIC YEAR 2021-22

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply our counselling training courses to you, including all, or any goods, services or digital content.

1.2 Why you should read them. Please read these terms carefully before you submit your application to us. These terms tell you who we are, how we will provide our courses to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If have any questions on these, please contact us to discuss.

1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if you are an individual, and you are buying our courses from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.4 If you are a business customer these terms, together with our course brochure, course acceptance and application forms, comprise our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are The Counselling Foundation, a charitable company limited by guarantee (Company number 2713806, Registered Charity number 1014988) established in England and Wales. Our registered office is at 1 College Yard, Lower Dagnall St, St Albans, AL3 4PA.

2.2 How to contact us. In addition to the details given on our website and literature, you can contact us by telephoning 01727 868585 or by writing to us at training@counsellingfoundation.org and at the above address.

2.3 How we may contact you. If we need to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your application.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

2.5 “Course” means any of our counselling training courses. This includes courses, and related materials and digital content.

3. OUR CONTRACT WITH YOU

3.1 Course Applications:

- (a) **How we will accept your application to be considered for our courses.** Entry on to our training courses is a two-stage process. You must first apply to be considered for the course. Our acceptance of your application will take place when we receive your signed application form, non-refundable registration fee, deposit and any other items or information required, at which point a contract will come into existence between you and us for you to be considered for a place on the course for which you have applied. Please see the application form, for the relevant training you are enquiring about, for further details of what is required for your application.
- (b) Our application process includes a requirement that you disclose to us details of convictions, health conditions and addictions which might impact on the safety of yourself or others during your training. It is a strict condition of our training courses that you provide full and frank disclosure at the outset of your training of these matters, and you acknowledge that you have a continuing duty to disclose any such matters as they arise during the course. Failure to adhere to this condition could result in the termination of the course in accordance with clause 10

3.2 Acceptance of an offer of a place on a Course:

- (a) **Offer of a place.** If your application is successful, you will be offered a place on one of our courses and you will be given a course acceptance form for completion and signature. If you are applying for the Diploma or Advanced Diploma the offer will be subject to a successful interview.
- (b) **If we cannot offer you a place on the course.** If we are unable to accept your application for a place, we will inform you of this in writing and we will refund your deposit within 14 days of notification. Please note that the registration fee covers the administration of your application **will not be refunded**. The offer of a place on any of our courses may depend on fulfilment of certain criteria, and in any case is entirely at our discretion.
- (c) **How to accept the offer of a place.** Your acceptance of our offer of a place will take place when we receive your signed acceptance form, together with fulfilment of any other criteria, at which point a contract will come into existence between you and us whereby you are accepting the responsibility of payment of all course fees for the academic year. **Please note that outside of the statutory 14 day cancellation period for consumers, you are not entitled to a refund unless we cancel the course.**
- (d) **If you do not accept our offer.** If you do not accept our offer of a place by completing and returning the signed acceptance form and payment within the timeframe specified within the offer letter, your offer will be deferred or

withdrawn and your deposit will be refunded. **Please remember that your registration fee will not be refunded.**

4. OUR COURSES

4.1 Courses may vary slightly from the pictures and descriptions. The images and descriptions of the courses on our website and in literature are for illustrative purposes only. Your course may vary slightly from the descriptions, although we have made every effort to be as accurate as possible.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the course you have applied for please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the course, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to our courses. We may change the course:

- (a) to reflect changes in relevant laws and regulatory requirements, for example, any changes to the syllabus or other changes provided by the British Association for Counselling and Psychotherapy (“**BACP**”) who accredit the Diploma and Advanced Diploma;
- (b) to implement minor technical adjustments and improvements, for example, to accommodation, we may change the course venue to an alternative venue within Hertfordshire or Bedfordshire localities, or course content may be delivered online (see clause 7.2); and/or
- (c) to implement a change in the time or day or the course - we run morning, afternoon and evening courses, both at our Hertfordshire and Bedfordshire localities and when delivering course content online. We will ask you for two possible times, and despite best endeavours, you might not receive the first choice. You will be notified of the time and day of your course before the start of term.

6.2 More significant changes to our courses and these terms. In addition, as we informed you in the description of the course on our website and our literature, we may make more significant changes to these terms or the course, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any part of our courses paid for but not received.

7. PROVIDING THE COURSES

7.1 When we will provide our courses. Course dates are stated on the website and in our literature. We will start and finish the courses on the stated dates set out in the application but see our terms regarding changes to the courses.

- 7.2 How we will deliver course content.** We will deliver course content in a classroom setting and/or via an online platform. Save in respect of online-only courses, our preference is to deliver course content in a classroom setting, and we shall use our best endeavours to deliver course content in this manner, but this is not always possible, including where (for example) we are prevented from doing so due to the imposition of government restrictions on public gatherings (as has been the case during the Covid-19 pandemic). It shall therefore be our decision (acting at our sole discretion) as to how such course content is delivered and you hereby acknowledge and accept that some/all of the content of your course may be delivered via an online platform (and not in a classroom setting). The health and safety of our clients and tutors is one of the factors we will consider when making our determination on how course content will be delivered. At appropriate intervals throughout the academic year, we will provide you with updates as to how such course content will be delivered. Further details of our online platform and how it may be accessed are contained in our course literature. You are advised to carefully consider any minimum IT requirements specified in our course literature before applying to be considered for a course.
- 7.3 We are not responsible for delays outside our control.** If the supply of our courses is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any courses or parts of courses you have paid for but not received.
- 7.4 What will happen if you do not give required information to us.** We will need certain information from you so that we can supply our courses to you. If so, this will have been stated in the description of our courses on our website and/or in the forms and other literature. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for admitting you on to our course late or not supplying any part of the course if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.5 Reasons we may postpone the start of our courses to you or cancel a course.** We may have to postpone the supply of a course to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the course to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the course as requested by you or notified by us to you (see clause 6)
 - (d) if we do not have a sufficient number of attendees on a given course, the minimum number is 10 people.

7.6 Your rights if we postpone or cancel our courses. We will contact you in advance to tell you we will be postponing or cancelling the course, unless the problem is urgent or an emergency. If we have to postpone the course we will look to inform you of this by the 1st September 2021. You may contact us to end the contract for a course if we postpone it, or tell you we are going to postpone it, and we will refund any sums you have paid in advance, apart from the registration fee, for the course in respect of the period after you end the contract.

7.7 We may also suspend you from our courses if you do not pay. If you do not pay us for our courses when you are supposed to do so (see clause 12.4) and you still do not make payment within 30 days of us reminding you that payment is due, we may suspend you from our courses until you have paid us the outstanding amounts. We will contact you to tell you we are suspending you from our courses. We will not suspend you from our courses where you dispute the unpaid invoice (see clause 12.11). We will not charge you for our courses during the period for which they are suspended. As well as suspending we can also

- (a) charge you interest on your overdue payments (see clause 12.8).
- (b) Withdraw access to our facilities
- (c) Withhold your assessment results and certificates
- (d) Refuse your attendance at the Graduation Event
- (e) Prevent you from enrolling or re-enrolling with us until the debt is settled
- (f) Take steps to recover the debt such as engaging a debt collection agency or starting legal proceedings.

7.8 There is provision for students to complete the course in the event of it being withdrawn or of departmental/institutional failure. The Counselling Foundation undertakes to fulfil our obligations to any student in training and deliver any training described in all our relevant brochures, application form and offer letter. This will be the case in the event of institutional failure and our reserve policy is to have funds available.

In the event that the Board decide to withdraw from training, any students who are currently on any course and in training will be unaffected and The Counselling Foundation will deliver the remainder of the training to the completion of the current course.

The Board is committed to the long-term strategy of providing counselling training and psychoeducation as outlined in The Counselling Foundation annual report.

8. YOUR RIGHTS TO END THE CONTRACT

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what it relates to, whether there is anything wrong with it, how we are

performing, when you decide to end the contract and whether you are a consumer or business customer:

- (a) **If what you have paid for is faulty or mis-described you may have a legal right to end the contract** (or to change to another course to get some or all of your money back), see **clause 13** if you are a consumer and **clause 14** if you are a business;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;**
- (c) **If you are a consumer and have changed your mind about your application or the course, see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- (d) **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind and cancel), see clause 8.6.**

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any our courses which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the course or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the course you have applied for and you do not wish to proceed;
- (c) there is a risk that supply of our courses may be significantly delayed because of events outside our control;
- (d) we have postponed or cancelled our courses for technical reasons or due to insufficient numbers of participants, or notify you we are going to postpone or cancel them for technical reasons or due to insufficient numbers of participants, in each case for a period of more than 60 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind and cancel if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most of our courses applied for online you have a legal right to change your mind and cancel within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 When consumers do not have a right to change their minds and cancel. Your right as a consumer to change your mind does not apply in respect of any part of courses which have already been provided, even if the cancellation period is still running.

8.5 How long do consumers have to change their minds and cancel? If you are a consumer how long you have to change your mind and cancel depends on what you have applied for and how it is supplied.

- (a) **Application for a place on one of our courses.** If you have submitted an application to be considered for a course, you have 14 days after the day when we receive your application form. If you change your mind and decide to cancel your application within the cancellation period, the registration payment and deposit will be refunded to you.
- (b) **Offer of a place on one of our courses.** If you are not offered a place for which you have applied we will refund the deposit to you, but **not the registration payment.**
- (c) **Acceptance of a place on a course.** If you accept a place on one of our courses, you have 14 days after we received your signed acceptance form. If you change your mind and decide to cancel your acceptance within the cancellation period, we will refund to you any fee payments which you have made, **but the registration fee and deposit will not be refunded.** However, once we have started the course you cannot change your mind, even if the cancellation period is still running. If you cancel after we have started the course, you must pay us for the course fees as explained in clause 8.6.

8.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation.

- (a) After the statutory 14-day cancellation period, if applicable, should you withdraw or defer for any reason and at any point during your training, please note that you remain liable for the course fees calculated as the sum of:
 - i. fees for sessions that have taken place prior to your withdrawal/deferral date (based on a pro rata calculation of the whole year course fees over 30 sessions per annual course) plus.
 - ii. fees for 10 weeks of term time from the withdrawal/deferral date (calculated pro rata based on a 30-week annual course)

This also applies if you withdraw or defer before the start of the academic year and after the 14-day cancellation period; in which case, you are liable for fees calculated at 10 weeks based on a 30-week annual course. Our courses are a contract for services which is completed when we have finished providing the services for the current academic year.

- (b) If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind and exercised their right to cancel, just contact us to let us know. The first step is to discuss this with your Programme Tutor. You will need to complete a withdrawal form and submit this to the Programme Tutor. Once approved, your withdrawal date will take effect as we have agreed with you.

- (c) The contract will end immediately and we will refund any sums paid by you for more than the minimum period, which is the period to the withdrawal or deferral date plus 10 weeks based on a 30-week annual course.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by writing to the Training Manager by email or post after speaking to your Programme Tutor.

9.2 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the course and/or materials including delivery costs, by BACS payment. However, we may make deductions from the price, as described below.

9.3 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind please see above regarding your obligation to pay fees and entitlement to refunds.

In the case of delivery of a course, we may deduct from any refund an amount for the supply of the course for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract and taking account of the costs we have incurred in reliance on your commitment to the course so that we can make the course available to you.

9.4 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind

10. OUR RIGHTS TO END THE CONTRACT

10.1 We may end the contract if you break it. We may end the contract for a course at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 60 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide our courses, as set out in our application form and acceptance form;
- (c) you do not, within a reasonable time of us asking for it, fulfil the requirements of the course, for example the requirement to obtain a placement;
- (d) You are in material breach of any other of these provisions.

10.2 We may also in our absolute discretion end the contract if in our reasonable opinion:

- (a) Your attendance, progress or behaviour is unsatisfactory;
- (b) You are in persistent or serious breach of the BACP Ethical Code;
- (c) You are in persistent or serious breach of our policies as amended from time to time;
- (d) Your continued tuition is likely to cause harm to you or to others;
- (e) The continuation of your training is not in the best interests of you, us, our clients or your colleagues;
- (f) You fail to read, accept and adhere to Foundation training policies and procedures. Policies and procedures are available to view online at counsellingfoundation.org;

Subject always to any such decisions to end the contract being determined by us lawfully

10.3 We may suspend you from the course in order to investigate and reach a decision regarding whether or not to end the contract. Any suspension will be in line with Counselling Foundation policy.

10.4 You must compensate us if we end the contract on the grounds set out in clauses 10.1 or 10.2. We will refund any money you have paid in advance beyond the sessions that have taken place plus 10 weeks calculated pro rata based on a 30-week academic year but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.5 We may withdraw the course. We reserve the right to cancel any course. We may write to you to let you know that we are not going to provide the course. In particular, in order for the course to run, a minimum number of students must have enrolled. We will let you know at least 4 weeks in advance of our stopping the supply of the course and will refund any course fees (including your deposit) you have paid in advance for courses which will not be provided. We will also offer you a place on the same course the following academic year.

11. IF THERE IS A PROBLEM WITH THE COURSE

How to tell us about problems. If you have any questions or complaints about the course, please contact us. You can telephone our Training Office team on 01727 868585 option 3 or write to us at training@counsellingfoundation.org or by post to:

The Counselling Foundation – Training Centre
1 College Yard
Lower Dagnall Street
St Albans
AL3 4PA

Alternatively, please speak to your Seminar Tutor or Programme Tutor.

12. PRICE AND PAYMENT

- 12.1 Where to find the price for the course.** The price of the course will be the price indicated in the course application form and brochure. We take all reasonable care to ensure that the price of the course advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the course you applied for.
- 12.2 VAT does not apply to our courses.** There is no separate charge for VAT.
- 12.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of our courses may be incorrectly priced. We will normally check prices before accepting your application so that, where the course's correct price at your application date is less than our stated price at your application date, we will charge the lower amount. If the course's correct price at your application date is higher than the price stated to you, we will contact you for your instructions before we accept your application. If we accept and process your application where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any materials provided to you.
- 12.4 When you must pay and how you must pay.** Current prices and payment methods are set out in the application form. When you must pay depends on the particular course. **For courses of one year or more**, we will invoice you annually and you must ensure that fees paid in full at least one month before start of term or a deposit to be paid at least one month before the start of term followed by ten monthly payments to be arranged by direct debit by the instalment dates stated. Where applying to pay by instalments, you are required to make the arrangements for these instalment payments and/or provide relevant information and confirmations to us to make the necessary arrangements at least one month before the course starts, as will be detailed to you if you are offered a place. Full payment details are in the brochure and application form. Please plan for sufficient funds for the entire period of your studies.
- 12.5 If you are sponsored by your employer or another organisation, please note that you are personally liable for all fees and charges** should your sponsor or employer fail to pay. If you are sponsored all fees and charges are due no later than 1 month before the start of term.
- 12.6 Diploma and Advanced Diploma Courses only: If you wish to defer after completing the first year of your studies**, you must inform your Programme Tutor before the next academic year begins. Upon return to your course, we will charge you the agreed fees as advertised for that academic year. In exceptional circumstances, you may be able to break your course during the academic year, but only by agreement with the Programme Tutor and Training Management Committee.
- 12.7 Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

12.8 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of Barcalys Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12.9 If you fail to pay for your course by the due dates for payment, we may:

- (a) Suspend you from your course
- (b) Charge you interest on your overdue payments (see clause 12.8).
- (c) Withdraw access to our facilities
- (d) Withhold your assessment results and certificates
- (e) Refuse your attendance at the Graduation Event
- (f) Prevent you from enrolling or re-enrolling with us until the debt is settled
- (g) Take steps to recover the debt such as engaging a debt collection agency or starting legal proceedings.

12.10 All course fees must be paid before proceeding to the next academic year of your training.

12.11 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we may charge you interest on correctly invoiced sums from the original due date.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

13.1 How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply the courses to you;
- (b) to process your payment for the courses; and
- (c) if you agreed to this during the order/application process, to give you information about similar courses that we provide, but you may stop receiving this at any time by contacting us.

13.2 We may pass your personal information to credit reference agencies. Where we extend credit to you for the courses we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

13.3 We will only give your personal information to third parties where the law either requires or allows us to do so.

13.4 You must have a private email address. As a requirement of the training you must have a private email address that is solely managed by you to ensure levels of data

protection and you may not forward emails from the training centre administration staff and teaching team to any other parties.

14. QUALIFICATION AND PLACEMENT REQUIREMENTS

14.1 Accreditation requirements. You accept that in order to regard yourself as a qualified counsellor you must undertake a minimum of two years of training on the Diploma course, and to have satisfied any other requirements stipulated by the BACP, followed by a successful application to the BACP for accredited status.

14.2 Minimum attendance requirement. You must attend the course in accordance with the course timetable of dates and the failure to meet the required minimum of 80% attendance may jeopardise your ability to graduate and receive your award.

14.3 Course requirements. These are key conditions, but they are not exhaustive. They may require revision from time to time to preserve the quality of the course. Additional information and requirements are set out in the course brochures and Student Handbook.

The remaining clauses of Section 14 apply to the Diploma and Advanced Diploma courses only.

14.4 Approved placement requirement. It is a condition of training that you are accepted in an approved placement no later than the end of term two. Should, for any reason, the proposed placement not materialise and an acceptable alternative not be found, the training may not proceed. In such an event the course fee will still be payable. Whilst the Foundation undertakes to assist you in providing placement locations and details, you accept that it is your responsibility to secure your placement.

14.5 External Agencies. External agencies have taken reasonable steps in confirming to us their suitability as a counselling placement for Counselling Foundation students. However, we make no warranty, express or implied, of this nor do we take responsibility for the conduct of that agency or for the terms and conditions that they require to be fulfilled. You will take such steps and make such enquiries as you see fit to satisfy yourself that you are content with the placement.

14.6 Clinical supervision requirement. All placements require suitable clinical supervision approved by us. Please note that should you undertake a placement with an external agency, such supervision will need to be provided by the external agency otherwise you will need to arrange your own private supervision in line with the BACP requirements. Any additional costs for supervision will be your responsibility.

14.7 Approved personal therapy requirement. It is a condition of training that you remain in approved personal therapy from the beginning of the course and throughout until you have been awarded.

14.8 Client contact hours requirement. To proceed into the second year and to graduate from the course, in addition to the academic achievement, you are required to have

completed a set number of client contact hours. We are not responsible for you achieving the set number of hours.

15. OTHER IMPORTANT TERMS

15.1 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in application to end the contract or make any changes to these terms.

15.2 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.3 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the courses, we can still require you to make the payment at a later date.

15.4 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law and you can bring legal proceedings in respect of the courses in the English courts.

15.5 Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with a contract between us 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 and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.