

## SAC Commercial Limited and The Scottish Agricultural College Standard Terms and Conditions of Contract

### 1 Interpretation

1.1 In these Conditions (as hereinafter defined):

“**Company Secretary**” means our appointed secretary;

“**Conditions**” means the standard terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between you and us; references to a Condition by number are to the appropriate numbered Condition of these Conditions;

“**Contract**” means the Proposal and these Conditions;

“**Contract price**” means the total amount payable by you to us in respect of the Contract as provided for in the Proposal or our quotation or price list. In the event that no such prior provision has been made, the Contract price shall be calculated on a time and materials basis based on our then current standard daily fee rates.

“**Data Protection Act**” means the Data Protection Act 1998 as amended or re-enacted from time to time;

“**Goods**” means any equipment or goods which are procured, designed or manufactured by us and delivered to you in accordance with the Project;

“**IPR**” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade business and domain names, rights in trade dress or get up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights to confidential information (including know-how and trade secrets) and other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights and all similar or equivalent rights or forms of protection in any part of the world;

“**our group**” means The Scottish Agricultural College, SAC Commercial Limited, and any company which is a subsidiary of either of them or any trust, person or other body which is a member of or a holding company of The Scottish Agricultural College or any other person or body which is owned or controlled by such trust, person or body;

“**personal data**” has the meaning given in the Data Protection Act;

“**Project**” means the job specification to be undertaken by us as set out in the Proposal;

“**Project Manager**” means the person appointed by us to oversee the Project;

“**Proposal**” means one of the following:- the offer in respect of the Project made by us as accepted by you or the offer made by you as accepted by us or other arrangements made between you and us howsoever arising under which we agree to supply Goods and/or Services to you;

“**The Scottish Agricultural College**” means the company of that name being a Scottish charity with charity number SC003712 and a company registered in Scotland with number SC103046), having its registered office at West Mains Road, Edinburgh EH9 3JG

“**SAC Commercial Limited**” means the company of that name registered in Scotland, No. SC148684, having its registered office at West Mains Road, Edinburgh EH9 3JG;

“**Services**” means any services rendered to you in accordance with the Project and includes the Services and/or Goods to be provided thereunder;

“**we**”/“**us**”/“**our**” means or refers to The Scottish Agricultural College or SAC Commercial Limited, whichever is party to the Proposal ;

**“Writing”** includes facsimile transmissions and any other comparable means of communication but does not include mail by electronic means such as e-mail, unless expressly stated; and

**“you”/“your”** means or refers to the person(s) other than us who is or are party to the Proposal.

**“working day”** means a day other than a Saturday, Sunday or public holiday when clearing banks in Scotland are open for business.

## 2 **Basis of the Contract**

2.1 We shall (subject to these Conditions) undertake the Project in exchange for payment of the Contract price. The Conditions shall be deemed incorporated into the Contract and shall govern the Contract to the exclusion of any other terms and conditions. The Contract constitutes the entire agreement between you and us in respect of the Project.

2.2 In the event of any conflict between any provision of the Conditions and any other provision of the Proposal, the relevant provision of the Proposal, provided the same has been clearly accepted by us, shall prevail.

2.3 No variation to these Conditions shall be binding on us unless agreed in Writing between our authorised representative and your authorised representative. Our employees or agents are not authorised to make any representations concerning the Project unless confirmed by us in Writing. In entering into the Contract you acknowledge that you are not relying on (and that you shall waive any claim for breach of) any representation which is not set out in the Contract.

2.4 Where SAC Commercial Limited is party to the Contract, it may sub-contract to The Scottish Agricultural College at its sole discretion such of its obligations as it thinks fit.

## 3 **Liaison**

We and you will each nominate a suitable representative for the purpose of liaison. Your representative shall be available for consultation with our representative at appropriate intervals. The Project will be controlled by our Project Manager or such other person agreed between you and us. Any changes to the Project will require to be approved by you and us in Writing.

## 4 **Project**

4.1 The Project to be undertaken by us will be as specified in the Proposal but, where given, time limits, projected results and performance specification quoted are best estimates only. Time shall not be of the essence for performance of the Services.

4.2 All our work is undertaken in good faith and we will use all reasonable endeavours to ensure accuracy. Advice, information, findings, results and professional opinions, diagnoses and interpretations which we give you are given on the understanding that they are subject to normal experimental error and that the advice given or conclusions drawn are based on the evidence, methods, techniques and scientific knowledge at the time. We do not guarantee that any of the foregoing arising out of the Project will meet your expectations and we shall have no liability where any error is attributable to any of the foregoing.

4.3 Furthermore, where the Contract requires the carrying out of tests or the giving of professional opinions or interpretations:-

4.3.1 tests for which we do not hold the relevant accreditation may be sub-contracted;

4.3.2 professional opinions, diagnoses and interpretations will be based on experimental or test results and may be given by a sub-contractor nominated by us (and, if so, will be identified as such in the report given to you); and

4.3.3 experimental or test results generated from non-accredited methods may be used in providing professional opinions, diagnoses and interpretations and will be noted as such in the report given to you.

4.4 You will provide us, our agents, sub-contractors and employees in a timely manner and at no charge with access to your premises where required for the Project and be responsible at your own cost for preparing and maintaining your premises for the supply of the Services.

## 5 Orders and Specifications

5.1 No offer which you submit shall be deemed to be accepted by us unless and until confirmed in Writing by our authorised representative. You shall be responsible to us for ensuring the accuracy of the terms of any offer, deed or document (including any applicable drawing, design or specification) which you submit (whether forming part of the Proposal or otherwise), and for giving us all necessary information relating to the Project within a sufficient time to enable us to perform the Contract in accordance with its terms.

5.2 If anything is done under the Contract by us in accordance with a specification which you have submitted you shall indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in connection with or paid or agreed to be paid by us in settlement of any claim for infringement of any IPR of any other person which results from our use of your specification.

5.3 We reserve the right to make any changes in your specifications which are required to conform with any applicable safety or other statutory requirements.

## 6 Price

6.1 If our costs in completing the Proposal increase due to any factor beyond our control then we shall notify you in advance to obtain your permission to charge for the extra costs incurred. You will not be liable for any costs above the quoted price unless so agreed.

6.2 In respect of Goods supplied under this Contract, except as otherwise stated in our quotation or any price list, and unless otherwise agreed in Writing between you and us, all prices are given by us on an ex-works basis.

6.3 Prices stated in our Proposal, quotations and price lists are exclusive of applicable VAT, unless otherwise stated. You shall be liable to pay any applicable Value Added Tax to us.

## 7 Payment

7.1 Payment(s) to us shall fall due as provided in the Proposal and shall be payable within 28 days of our invoice. The time for payment of each invoice is of the essence of the Contract. If you fail to make payment in full in accordance with this condition then we shall be entitled:

7.1.1 to suspend this Contract;

7.1.2 to terminate this Contract;

7.1.3 to charge you interest on a daily basis (both before and after any decree) on the amount unpaid at the rate of 4% per annum above the Royal Bank of Scotland base rate from time to time in force from the date falling 28 days after the date of our invoice until payment in full is made.

7.2 The rights described in Condition 7.1 do not limit any other legal rights which we may have and we reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

## 8 Delays, Suspensions and Interruptions

8.1 Failure to complete the Project by any agreed date or dates due to *force majeure* shall not constitute a breach of contract.

- 8.2 *Force majeure* for the purposes of this Contract is defined as acts of God (including fire, storm, flood or other natural disaster), war, civil war, riot, terrorist activities, nationalisation, government sanction, labour dispute, strike or interruption or failure of electricity or telephone service, breakdown of plant or machinery and compliance with any law or governmental order, rule, regulation.
- 8.3 If a party asserts *force majeure* as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that they took reasonable steps to minimise delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations and that the other party was timely notified of the likelihood or actual occurrence of the event.
- 8.4 Should work in relation to the Project be suspended at our request or delayed through any default of yours or through any change in the specification which you agree with us in Writing, we shall be entitled to payment for work already carried out and materials specifically purchased in connection with the Proposal.

## 9 Intellectual Property Rights

- 9.1 In this Condition :
- 9.1.1 references to "Computer Software" mean computer software programs and any documentation pertaining to such programs;
- 9.1.2 references to any Computer Software and the IPR therein or to any IPR being vested in us shall be a reference either to us or, if different, to such company or body forming part of our group as has the right to that IPR and the benefit of this Condition 9 and of your obligations under this Condition 9 shall extend to any such company or body forming part of our group which owns or has right to any Computer Software and the IPR therein and any other IPR.
- 9.2 Any IPR in any data, information, goods or materials supplied to you by us shall not pass to you, but shall remain vested in us (or in any third party who may have such rights in goods supplied to us) and, unless expressly authorised to do so in terms of the Contract, you may not alter or interfere with the same.
- 9.3 Any IPR in any Computer Software supplied to you by us shall not pass to you but shall remain vested in us. By virtue of the Contract you will have a personal non-exclusive and non-transferable right by way of licence to use the computer software and the IPR therein, but only so far as necessary to enable you to make use of the same in your own business and name for the purposes of the Project. You are bound to treat the computer software and the IPR as secret and confidential to us, both during and after the period of use authorised hereunder. You will not (without our prior written consent) sell, charge, sub-license, publish, disclose, permit to be disclosed or part with possession of either the computer software or the IPR therein, or any other information relating thereto. Notwithstanding the foregoing, we may require you at any time to enter into our standard form licensing agreement in respect of the computer software and the IPR therein. Where we further agree that you may make use of the computer software and the IPR therein beyond the limits authorised above, you will enter into a licensing agreement with us in such terms as we require.
- 9.4 All IPR in all original drawings, designs, proposals, reports, recordings and original works, products or processes and discoveries or inventions (all as hereinafter together referred to as "technical information") which arise in the course of the Project shall remain vested in us unless otherwise agreed by us in Writing and your rights to make use of the same will be governed by Condition 10. Furthermore, you agree to maintain the technical information secret and confidential and to use the technical information exclusively for the purposes of the Project and only to disclose the technical information with our express consent and in any event only to the extent reasonably necessary for the purposes of the Project;
- 9.5 You shall notify us promptly of any actual, threatened or suspected infringement of any IPR in relation to the Project which comes to your notice and, if so required by

us, you shall do everything (at our expense) reasonably required to take or resist any proceedings in relation to any such infringement or claim.

- 9.6 If any copyright or similar right arises in your favour in relation to any work (as that term is defined in the Copyright, Design and Patents Act 1988 as amended from time to time) in the course of the Project, you hereby assign such copyright to us and agree to execute on demand any and all necessary documentation required to give effect to this Condition 9.6. You shall procure that your employees, agents and subcontractors shall waive absolutely and irrevocably their moral rights granted under the Copyright, Designs and Patents Act 1988 or equivalent or analogous rights under laws of other jurisdictions in relation to such intellectual property.
- 9.7 If any processes or inventions are created, discovered or made by you in the course of the Project, you shall disclose full details of such invention to us. We shall in our sole discretion be entitled to apply for patent(s) in respect of any such invention and shall be responsible for the maintenance and renewal of such patent(s). You agree to assign to us all right, title and interest in and to any such invention and further agree to provide reasonable assistance to us in connection with any application for patent rights and to do all such reasonable acts and things as are necessary in connection with any such assignment or assistance.
- 9.8 You will indemnify us against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any IPR by the availability of the Services, except to the extent that they have been caused by or contributed to by our acts or omissions.

## 10 **Publication and Confidentiality**

- 10.1 You shall be entitled to use the agreed outputs from this Project, including, if relevant the Project report for your own purposes. You will not, however, refer to us in any publication, report, statement, drawing, design, proposal, recording or other original work nor any extract therefrom, nor refer to the fact that any product or process has been the subject of a contract with us in any communication, publication or publicity material without written permission through our Company Secretary. Consent will depend on the content and form of such communication or publication and its intended distribution.
- 10.2 Neither you nor anyone on your behalf or authority shall issue an advertisement showing a statement or by implication that a product has been approved or "recommended" by us or any company or body in our group.
- 10.3 The draft of any communication or publication relating to the Project must be submitted to us and receive our written approval through our Company Secretary before publication.
- 10.4 We reserve the right to publish results (except those results which constitute personal data given by you to us in terms of the Data Protection Act) after a period of 12 months from the date of the final report to you unless a specific restriction on publication has been agreed with you. No publication will be made before that time except with your express permission. However, we reserve the right both for ourselves and for any other company or body in our group to draw on the results of investigations of products which are already commercially available in answering advisory enquiries from any client or customer.
- 10.5 We may, provided we do not disclose your identity, use any information we obtain in relation to your business in compiling reports, statistics and advice in relation to the industry of which your business forms part or in relation to businesses generally of the same type as your business.
- 10.6 We are subject to the Freedom of Information (Scotland) Act 2002 and regulations made under it, which require us and may require you to make certain information (which may include results) available to members of the public on request. Wherever possible, and in accordance with any applicable Code of Practice issued

with the legislation, you will consult with us before making any disclosure of results or other information pursuant to the legislation.

10.7 You will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to you by us or by our employees, agents or sub-contractors and any other confidential information concerning our business or products which you may obtain in connection with the Project.

10.8 You may disclose any of the information referred to in Condition 10.7:-

10.8.1 to your employees, officers, representatives, advisors, agents or sub-contractors who need to know such information for the purposes of carrying out your obligations under the Contract; and

10.8.2 as may be required by law, court order or any governmental or regulatory authority;

Provided you ensure that those to whom you disclose such information comply with Condition 10.7.

10.9 Save as otherwise provided in the Contract, we will maintain security of information provided by you when work is done under a Confidentiality Agreement. Information obtained under such an Agreement will not be disclosed to individuals or organisations other than you without prior written agreement. We will secure from the sight of visitors all confidential documents, data and equipment relating to the Project.

## 11 Your Property

11.1 All equipment, materials and apparatus supplied either by you or on your instructions shall be delivered to, assembled, maintained, dismantled and collected from our premises by you or your agent free of all charge to us. If any equipment, materials or apparatus remain uncollected six months after we have notified you that it is ready for collection, we reserve the right to dispose of the equipment, materials or apparatus as we think fit without recompense to you.

11.2 We accept no liability for any damage, or consequential loss arising from any damage, however caused, to equipment, materials and apparatus supplied by you. You shall be responsible for insuring all such equipment, materials and apparatus.

## 12 Provisions Relating to Goods

12.1 Where, as part of the Project, Goods are designed or manufactured by us and supplied to you, the following provisions shall apply:-

12.1.1 the place of delivery is our premises. Unless the Goods are to be sent by post or transported by your carrier or unless we have agreed to transport the Goods to some other place, you shall collect the Goods at our premises within a reasonable period of time after we have notified you that the Goods are ready for collection;

12.1.2 any dates quoted for delivery of the Goods are approximate only and we shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by us in Writing. The Goods may be delivered by us in advance of the quoted delivery date upon giving reasonable notice to you;

12.1.3 if you fail to take delivery of the Goods or fail to give us adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond your reasonable control or by reason of our fault) then, without prejudice to any other right or remedy available to us, we may:

- 12.1.3.1 store the Goods until actual delivery and charge you for the reasonable costs (including insurance) of storage; or
  - 12.1.3.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to you for the excess over the price under the Contract or charge you any shortfall below the price under the Contract; and
  - 12.1.4 if we fail to deliver the Goods for any reason, and we are liable to you, our liability shall be limited to the excess (if any) of the cost to you (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
- 12.2 Risk of damage to or loss of the Goods shall pass to you:-
- 12.2.1 in the case of Goods to be delivered at our premises, at the time when we notify you that the Goods are available for collection; or
  - 12.2.2 in the case of Goods to be delivered otherwise than at our premises, at the time of delivery or, if you wrongfully fail to take delivery of the Goods, the time when we have tendered delivery of the Goods.
- Where Goods are transported by carrier then, except where we are responsible for delivering the same under Condition 12.2.2, the risk of loss or damage is yours during transportation. Where Goods are sent by post, the risk of loss or damage is also yours.
- 12.3 Notwithstanding delivery and the passing of risk in the Goods, or any provision of these Conditions:-
- 12.3.1 the property in the Goods shall not pass to you until we have received in cash or cleared funds payment in full of the price of the Goods and any other sums due under the Contract and payment in full of the price of all other goods or services agreed to be sold or provided by us to you under any other contract for which payment is then due;
  - 12.3.2 until such time as the property in the Goods passes to you, you shall hold the Goods as our trustee and shall keep the Goods separate from those belonging to you and third parties and properly stored, protected and insured and identified as our property. Until that time you shall be entitled to resell or use the Goods in the ordinary course of your business, but shall account to us for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property belonging to you and third parties and, in the case of tangible proceeds, properly stored, protected and insured; and
  - 12.3.3 until such time as the property in the Goods passes to you (and provided that the Goods are still in existence and have not been resold) we shall be entitled at any time to require you to deliver up the Goods to us and, if you fail to do so forthwith, to enter upon any premises of yours or any third party where the Goods are stored and repossess the Goods.
- 12.4 Subject to the conditions set out below, we warrant that the Goods will correspond with any specifications forming part of the Proposal at the time of delivery and will be free from defects in material and workmanship for a period of six months from the date of their initial use or six months from delivery, whichever is the first to expire.
- 12.5 The above warranty is given by us, subject to the following conditions:-
- 12.5.1 we shall be under no liability in respect of any defects in the Goods arising from any drawing, design or specification supplied by you;

- 12.5.2 we shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, your negligence, abnormal working conditions, your failure to follow our instructions (whether oral or in Writing), misuse, or your alteration or repair of the Goods without our approval;
- 12.5.3 we may set off any liability under the above warranty (or any other warranty, condition or guarantee) against any amount payable by you to us under the Contract; and
- 12.5.4 the above warranty does not extend to parts, material or equipment not manufactured by us. In such a case, you shall only be entitled to the benefit of any warranty or guarantee which we received from the manufacturer and which we are entitled to pass on to you.
- 12.6 To be valid, any claim you make which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification must be notified to us within seven days from the date of delivery or within seven days of your discovery of the defect or failure. Where any such valid claim is made, we shall be entitled to replace the goods (or the part in question) free of charge upon return of the Goods FOB to us, or at our sole discretion, refund the price of the Goods (or a proportionate part of the price) to you but we shall have no further liability to you. However, Goods may be returned only upon prior written authorisation and proper use of identifying shipping instructions from us.

### 13 Health and Safety

- 13.1 You will ensure that any machinery or equipment provided by you complies with all current laws, including the requirements of the Health and Safety at Work etc. Act 1974 as amended or re-enacted from time to time. If, in our opinion, the equipment does not comply with current laws, or with our safety standards you will be responsible for making the necessary modifications before the Project begins.
- 13.2 You will provide accurate information as to the composition of any materials supplied by you, and will give us notice of any hazards in their use or suspected by you.
- 13.3 You will inform us of all health and safety rules and regulations and any other reasonable security requirements that apply at those of your premises we attend in connection with the Project. We shall use reasonable endeavours to observe all those health and safety rules and regulations you tell us about, provided that we shall not be liable under the Contract if, as a result of observing such rules and regulations, we are in breach of any of our obligations under the Contract.

### 14 Data Protection Act

- 14.1 Notwithstanding Condition 10.4 above, you hereby agree to the following uses and disclosures of your personal data given by you to us:-
- 14.1.1 personal data may be held on our computers or in any other way; and
- 14.1.2 we may, provided we do not disclose your name or identity, use your personal data and any information we obtain in relation to your business, assets, livestock, crops or other produce in compiling reports, statistics and advice in relation to the industry of which your business forms part or in relation to businesses generally of the same type as your business.
- 14.2 You expressly consent to the use of your personal data for all methods of marketing in connection with our group. You have a right at any time to stop us from contacting you or giving your details to others for these purposes. You may write to us at West Mains Road, Edinburgh, EH9 3JG, if you want us to stop.
- 14.3 Both parties shall duly observe all their obligations under the Data Protection Act which arise in connection with the Contract. Notwithstanding the generality of the foregoing, where you are processing personal data as a data processor for us, you

will ensure that you have in place appropriate technical and contractual measures to ensure the security of the personal data, as required under the Seventh Data Protection Principle in Schedule 1 of the Data Protection Act.

## 15 Limitation of Liability

- 15.1 Nothing in these Conditions shall limit or exclude our liability for:
- 15.1.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
  - 15.1.2 fraud or fraudulent misrepresentation; or
  - 15.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 or section 12 of the Sale of Goods Act 1979 (title and quiet possession).
- 15.2 Except for any express warranties contained in the Contract all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 15.3 We shall not be liable to you whether in contract, delict, breach of statutory duty or otherwise, for any loss of profits, goodwill or any type of special, indirect or consequential loss (including loss or damage suffered by you as a result of an action brought by a third party), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by our negligence, our employees or agents or otherwise) with the Contract.
- 15.4 Our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, delict, breach of statutory duty or otherwise shall not exceed the amount paid by you to us under the Contract or, if greater, the amount recoverable under our insurance cover.

## 16 Termination

- 16.1 You may terminate this Contract on 28 working days' written notice. We may terminate the Contract if you fail to give us the instructions or information we need to perform the Services.
- 16.2 Either Party may (without prejudice to any other rights the other Party may have arising out of any pre-existing breach of this Contract or arising out of termination itself) terminate this Contract immediately for any of the following reasons:-
- 16.2.1 breach of your express or implied obligations herein;
  - 16.2.2 if the other Party, being an individual, become apparently insolvent or die, or being a partnership, are dissolved or any of your partners become apparently insolvent or die; or
  - 16.2.3 if the other Party, being a company or other corporate body, go into liquidation or have a receiver or an administrator appointed to all or any part of your assets or you become subject to an administration order or make any voluntary arrangement with your creditors.
- 16.3 We may (without prejudice to any other rights we may have arising out of any pre-existing breach of this Contract or arising out of the termination itself) terminate this Contract immediately in the event of non-payment by you of any sums due under this Contract in accordance with Condition 7.1 or non-payment by you of any sums due under any other contract between you and any other member of our group.
- 16.4 On termination of the Contract for any reason, without prejudice to any other right or remedy available to us:
- 16.4.1 you will pay all our outstanding invoices and, if any Goods or Services under the Contract have been delivered but not paid for and if any work has been carried out in relation to the Contract but is not yet the subject of any Goods or Services capable of being delivered, the price shall

become immediately due and payable notwithstanding any previous arrangement or agreement to the contrary;

- 16.4.2 we shall be entitled to payment for materials specifically purchased in connection with the Project;
- 16.4.3 all provisions of the Contract intended to survive that termination shall continue in full force and effect, including, without prejudice to that generality, Conditions 9, 10, 11, 12, 14, and 15; and
- 16.4.4 you will return to us all our equipment, documents and materials and if you fail to do so, we can enter your premises and take possession of them. Until they are returned to us, you will be responsible for their safekeeping.

## 17 **Anti Corruption**

You will throughout the term of the Contract comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Anti-corruption laws") and will have and will maintain in place and enforce where appropriate policies and procedures, including adequate procedures under the Bribery Act 2010 to ensure compliance with the anti-corruption laws.

## 18 **No Partnership or Agency**

Nothing in the Contract shall be construed as constituting a partnership between the parties or as constituting either party as the agent of the other for any purpose whatsoever except as expressly specified by the terms of the Contract.

## 19 **Jurisdiction**

These Conditions, every Proposal to which these Conditions apply, and the Contract, unless otherwise stated, shall be governed by and construed in accordance with Scots law and you submit to the exclusive jurisdiction of the Scottish courts.

## 20 **General**

- 20.1 No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy or preclude or restrict its further exercise.
- 20.2 If any provision of the Contract is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable then:
  - 20.2.1 that provision or part provision shall to the extent required by deemed not to form part of the Contract and the validity or enforceability of the other provisions of the Contract shall not be affected; and
  - 20.2.2 the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable and so far as possible achieves the parties' original intention.
- 20.3 The Contract constitutes the whole agreement between the parties and supersedes all previous agreement between the parties relating to its subject matter.
- 20.4 Any notice or other communication required to be given by one party to the other under the Contract shall be in writing and shall be delivered personally or sent by prepaid first class post, recorded delivery or by commercial courier to the other party. Any such notice or other communication shall be deemed to have been duly received if delivered personally when left at the address or, if sent by prepaid first class post or recorded delivery at 09.00am on the second business day after posting or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.