



## Scotline Limited – Terms and Conditions of Business

These terms and conditions are applicable to Scotline Ltd and associated companies (which are legally separate entities but work closely with Scotline, nominally: Intrada Ships Management Ltd, Intrada Chartering Ltd, Scotline Terminal (Transit) Ltd, Scotline Terminal (Medway) Ltd and Scotline Terminal (Humber) Ltd). “Scotline” in these Terms and Conditions may refer to any of these companies.

By contracting with Scotline or associated company, it is implicit that you accept these Terms and Conditions and that they supersede any others except those expressly agreed by Scotline.

### 1. Interpretation

1.1 In these Conditions, the following definitions apply:

Acceptance: means when:

- (a) Goods come under the control or custody of a Scotline employee, agent or subcontractor in accordance with these Conditions and such Scotline employee, agent or subcontractor has had reasonable opportunity to fully inspect the condition and quantity of the Goods; and
- (b) receipt of such Goods has been acknowledged in writing or in an agreed electronic form by such Scotline employee, agent or subcontractor; and the terms **Accept**, **Accepts** and **Accepted** shall be interpreted accordingly.

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

**CDG Regs:** the Carriage of Dangerous Goods and Use of Transportable Pressure Receptacles Regulations 2009.

**CMR:** the United Nations Convention on the Contract for the International Carriage of Goods by Road (signed in Geneva on 19 May 1956) as amended. Charges: the charges payable by the Customer for the supply of the Services. Conditions: these terms and conditions.

**Consignee:** the person to whom Scotline contracts to deliver the Goods.

**Consignment:** Goods, whether a single item or in bulk or contained in one package or container, as the case may be, or any number of separate items, packages or containers sent at one time in one load by or for the Customer from one address to another address.

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

**Customer:** any person at whose request or on whose behalf Scotline undertakes any business or provides Services.

**Customer's Group:** the Customer, its ultimate holding company and all subsidiaries of its ultimate holding company.

**Dangerous Goods:** any goods to which the CDG Regs apply, any goods named in the Approved Carriage List issued from time to time by the Health and Safety Commission, any goods which comprise explosives or radioactive material or any goods presenting a similar hazard.

**Force Majeure Event:** an event beyond the reasonable control of Scotline, including strikes, lock-outs or other industrial disputes (whether involving the workforce of Scotline or any other party), failure of a utility service or transport network, interruption to IT systems, an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident (including a road traffic accident), breakdown of vehicles, plant or machinery, fire, explosion, flood, storm, adverse weather conditions, bursting or overflowing of water tanks, apparatus or pipes, sprinkler leakage or default of suppliers or subcontractors. Goods: the goods in respect of which the Services are provided.

**Order:** the Customer's order for Services, including any order by telephone or via an electronic interface. RHA Conditions: the Road Haulage Association Limited's Conditions of Carriage 2009, a copy of which can be supplied upon request.

**Replacement Value:** the lower of:

- (a) the replacement cost to the Customer of lost or damaged Goods being the manufacturing cost at the time of the loss or damage;

(b) (in respect of damaged Goods) the cost to the Customer of repairing or reconditioning the Goods; or

(c) the applicable limit set forth in the document mentioned in clauses 3.1(b), 3.1(c) or 3.1(d) in respect of which a claim arises, (being £1,300 per tonne where RHA Conditions apply, 8.33 SDR per kilogram of gross weight short where CMR applies and £100 per tonne where the UKWA Conditions apply).

**Services:** means all distribution, transport, storage, warehousing (including labelling, pricing, bar-coding, picking, packing and sampling) of Goods and all other services provided by Scotline to the Customer.

**Transfer Regulations:** the Transfer of Undertakings (Protection of Employment) Regulations 2006. UKWA Conditions: the United Kingdom Warehousing Association's Conditions of Contract (as amended from time to time), a copy of which can be supplied upon request.

Scotline: Scotline Limited incorporated and registered in England and Wales with company number 1694905 whose registered office is at 75 Main Road, Gidea Park, Romford, Essex UK RM2 5EL.

**Scotline Materials:** has the meaning set out in clause 6.1(f). 1.2 In these Conditions, the following rules apply:

(a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) a reference to a party includes its successors or permitted assigns;

(c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) a reference to writing or written includes faxes but not email.

## 2. Basis of Contract

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 When Scotline accepts the Order or commences provision of the Services (whichever is earlier) the Contract shall come into existence.

2.3 The Contract and these Conditions constitute the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Scotline which is not set out in these Conditions.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by Scotline shall not constitute an offer and is only valid for a period of 10 Business Days from its date of issue.

## 3. Services

3.1 Scotline shall provide the Services subject to and in accordance with:

(a) these Conditions;

(b) (to the extent that the Services involve the carriage of Goods by road within the United Kingdom) the RHA Conditions;

(c) (to the extent that the Services involve the carriage of Goods by road outside of the United Kingdom) CMR; and

(d) (to the extent that the Services involve warehousing services or the storage of Goods) the UKWA Conditions.

3.2 If there is any conflict or ambiguity between the terms and conditions listed in clause 3.1 above, then the conflict or ambiguity shall (to the fullest extent permitted by law) be resolved in accordance with the order of precedence listed in clause 3.1 (starting with these Conditions).

## 4. Responsibility for the Goods

4.1 The Customer warrants that:

(a) it is or will be the owner of the Goods at the time of Acceptance by Scotline or has or will have the right to allow them to be stored and transported by Scotline on the terms set out in these Conditions;

(b) the Goods are fully and accurately described to Scotline, including in respect of the nature, weight, quantity, identity, condition and dimensions of the Goods;

(c) it has informed Scotline (in writing) of any peculiarity (including non-visible peculiarities) in respect of the Goods which is relevant to the transportation or storage of the Goods;

(d) where Goods are loaded on to trailers or vehicles by the Customer, such trailers or vehicles will be loaded safely and in accordance with all applicable legislation, codes of practice and weight restrictions;

4.2 The Customer shall fully indemnify and hold harmless Scotline against any losses, damages, costs, expenses and other liabilities (including legal fees) incurred, awarded against or agreed to be paid by Scotline as a result of a breach of the warranties in clause 4.1.

4.3 Risk in the Goods shall remain at all times with the Customer.

4.4 Scotline is under no obligation to insure the Goods and the Customer is advised to obtain insurance for the Goods against all risks and to the full value of the Goods.

4.5 Scotline's liability for loss of or damage to the Goods is to the fullest extent permitted by law, limited to the extent to which loss of or damage to the Goods arises as a direct result of Scotline's negligence from the time of Acceptance of the Goods by Scotline until the Goods come under the control or custody of the Consignee or, in the case where Goods are to be carried by a third party who has been engaged directly by the Customer, at the time when the Goods come under the control or custody of such third party.

4.6 Scotline shall not be responsible for any loss of or damage to the Goods if and to the extent that the Goods:

(a) have been damaged in any way prior to Scotline's Acceptance of the Goods;

(b) have been damaged by reason of the condition of the: (i) packaging of the Goods; or (ii) pallet or other container in or on which the Goods were Accepted by Scotline;

(c) have been damaged in any way or lost as a result of any act or omission of the Customer or its employees, subcontractors or agents or of any third party outside Scotline's control, including the Consignee, its employees, subcontractors or agents;

(d) have been damaged in any way or lost as a result of a Force Majeure Event; or

(e) suffer damage or loss which is covered by an insurance policy carried by the Customer.

4.7 Scotline shall not be required to alter, remove, conceal or otherwise interfere with any markings on any materials in which Goods are packaged and shall deliver Goods in the same packaging in which they were Accepted by Scotline unless otherwise required in the reasonable opinion of Scotline in order to protect the Goods or the property of Scotline or any third parties.

4.8 At any time and for any reason, Scotline shall have the right (as it deems necessary) to examine Goods, open packages and rearrange the manner in which Goods are configured on pallets.

4.9 Any Goods which (in the opinion of Scotline) are not presented in accordance with these Conditions may be removed at any time by Scotline at the Customer's expense without notice or the Goods may be retained by Scotline for an additional charge or Scotline may re-store, invert, re-pack or re-stow the Goods and/or replace the pallets and charge the Customer accordingly. Scotline may, providing it is acting reasonably, at its discretion and at the Customer's expense and without any liability, arrange for destruction, storage or other disposal of such Goods.

4.10 Scotline reserves the right to refuse to Accept Goods for any reason.

4.11 In the absence of specific instructions (in writing) from the Customer, Scotline may transfer, treat and/or store the Goods in such manner as it decides in its absolute discretion. 4.12 Scotline may (at any time) give twenty-eight days' notice to the Customer requiring the Customer to remove the Goods or in the case of perishable or otherwise sensitive (in the reasonable opinion of Scotline) Goods three days' notice. If the Goods are not removed on the expiry of the relevant notice period, Scotline shall be entitled to sell the Goods forthwith and deduct from the proceeds all outstanding Charges, interest thereon and the costs of disposal.

4.13 Save as expressly provided for in this agreement or otherwise prohibited by law, the parties agree to exclude all of Scotline's obligations as a bailee of the Goods.

## **5. Supply of Services**

5.1 The Customer acknowledges that time shall not be of the essence for performance of the Services.

5.2 Scotline shall have the right to make any changes to the Services which Scotline (in its absolute discretion) deems necessary, including changes to comply with any applicable law or safety requirement.

## **6. Customer's obligations**

6.1 The Customer shall:

(a) ensure that the terms of the Order are complete and accurate;

(b) co-operate with Scotline in all matters relating to the Services;

(c) provide Scotline, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Scotline;

- (d) provide Scotline with such information and materials as Scotline may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (e) obtain and maintain all necessary licences, permissions and consents as Scotline may reasonably require in order to supply the Services;
- (f) keep and maintain all materials, equipment, documents and other property of Scotline (Scotline Materials) at the Customer's premises in safe custody at its own risk, maintain Scotline Materials in good condition until returned to Scotline, and not dispose of or use Scotline Materials other than in accordance with Scotline's written instructions or authorisation; and
- (g) accept sole responsibility for ensuring that all necessary and appropriate arrangements are in place in respect of loading, chocking, stowing and unloading of vehicles.

6.2 If Scotline's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

- (a) Scotline shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations;
- (b) Scotline shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Scotline's failure or delay to perform any of its obligations; and
- (c) the Customer shall reimburse Scotline on written demand for any costs or losses sustained or incurred by Scotline arising directly or indirectly from the Customer Default.

## **7. Charges and payment**

7.1 The Customer shall pay to Scotline the Charges:

- (a) by BACS;
- (b) in full and in cleared funds;
- (c) on or before the 28th day from the date of invoice or such earlier day as Scotline may require in its absolute discretion;

7.2 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Scotline on the due date for payment, Scotline may:

- (a) charge interest on such sum from the due date for payment at the annual rate of 9% above the base rate from time to time of Bank of England, accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment; and
- (b) suspend all Services or any part of the Services until payment has been made in full.

7.3 All sums payable by either party under these Conditions shall be paid in sterling unless Scotline expressly agrees (in writing) to a sum being payable in another currency.

7.4 Charges shall be stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Customer.

7.5 All amounts due from the Customer under these Conditions or the Contract shall be paid by the Customer in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7.6 Scotline may at any time, without notice to the Customer, set off any liability of the Customer to Scotline against any liability of Scotline to the Customer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these Conditions. If the liabilities to be set off are expressed in different currencies, Scotline may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Scotline of its rights under this clause shall not limit or affect any other rights or remedies available to it under these Conditions or otherwise.

7.7 All sums payable to Scotline under the Contract shall become due immediately on its termination, despite any other provision. This clause is without prejudice to any right to claim for interest under the law, or any such right under these Conditions.

7.8 Scotline reserves the right to adjust or amend the Charges at any time.

7.9 Scotline reserves the right to recover from the Customer additional Charges over and above any Charges quoted in the event of:

- (a) movement in the cost of DERV or other fuels;
- (b) Scotline incurring unforeseen additional costs or expenses;
- (c) Scotline incurring additional costs due to legislative or regulatory changes;
- (d) changes in the Customer's requirements, including increases or decreases in volume;
- (e) changes in the delivery profile; and
- (f) changes in the storage characteristics.

7.10 The Charges are for Services provided between 8.00 am and 5.00 pm on a Business Day only. Scotline reserves the right to make additional charges for Services outside these hours. 7.11 Scotline

shall be entitled to charge for non-delivery of Goods if it has been unable to deliver the Goods due to the fault of the Customer or the Consignee.

7.12 In respect of warehousing or storage Services:

- (a) Charges for part weeks are charged at a full weekly rate;
- (b) Scotline reserves the right to issue invoices weekly or monthly in advance; and
- (c) Charges are incurred on a weekly basis (Monday to Sunday) and are payable for both the day of receipt and the day of removal.

## **8. Confidentiality**

The Customer shall 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 the Customer by Scotline, its employees, agents or subcontractors, and any other confidential information concerning Scotline's business or its products or its services which the Customer may obtain. The Customer shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Customer's obligations under these Conditions, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Customer. This clause 8 shall survive termination of the Contract.

## **9. Limitation of liability – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

9.1 Nothing in these Conditions shall limit or exclude Scotline's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- (d) any matter in respect of which it would be unlawful for Scotline to exclude or restrict liability.

9.2 Subject to clause 9.1:

- (a) Scotline shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profits, loss of business opportunities, loss of contracts, loss of anticipated savings or any damage to goodwill or for any indirect, special or consequential loss or damage;
- (b) Scotline's total liability to the Customer in respect of all losses arising under or in connection with the Contract or these Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 10% of the Charges invoiced to the Customer in the 12 month period immediately preceding the date of the relevant claim; and
- (c) in circumstances where clause 9.3 does not apply, Scotline's total liability to the Customer in respect of all losses arising under or in connection with the Contract or these Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed £2,500 per event.

9.3 Scotline's total liability in respect of physical loss of or damage to Goods shall be limited to the Replacement Value.

9.4 The Replacement Value may be varied by agreement (in writing) between the parties in respect of a single Consignment of Goods, provided that:

- (a) the Customer serves notice (in writing) on Scotline at least seven clear days before the date on which the variation is to be operative;
- (b) the Customer's notice clearly and accurately specifies the single Consignment to which the variation shall apply, including the nature and maximum value of the Goods (inclusive of duty and taxes paid or payable thereon) forming the Consignment; and
- (c) Scotline confirms (in writing) its agreement to the variation;
- (d) Scotline's total liability in respect of physical loss of or damage to Goods shall be limited to the lower of:
  - (i) the replacement cost to the Customer (being the manufacturing cost at the time such loss or damage occurred) of such lost or damaged Goods;
  - (ii) (in respect of damaged Goods) the cost to the Customer of repairing or reconditioning the Goods;or
- (iii) the maximum value of the Goods as stated in the Customer's notice; and
- (e) Scotline shall be entitled to increase the Charges to cover the cost of arranging insurance against any additional liability.

9.5 For the avoidance of doubt, any variation agreed in accordance with clause 9.4 shall only apply to the specific Consignment of Goods referred to in the Customer's notice and all other Consignments shall be subject to clause 9.3 without amendment or variation.

9.6 Scotline shall not be liable to the Customer for loss of or damage to Goods unless the Customer notifies Scotline of such loss of or damage to Goods within three days of the loss or damage occurring and the claim is made in writing within seven days of the loss or damage occurring, provided that, if the Customer proves that:

(a) it was not reasonably possible for the Customer to notify Scotline or make a claim in writing within the applicable time limit; and

(b) such notification or claim was given or made as soon as practicable; Scotline shall not have the benefit of the exclusion of liability afforded by this clause 9.6. 9.7 Scotline's liability in respect of any claims, liabilities, costs and expenses suffered or incurred by the Customer arising out of Scotline's failure to deliver the correct number or specification of Goods or any non-delivery or late delivery of any Goods by Scotline (in each such case in circumstances where Scotline is responsible for the same under these Conditions) shall be limited to redelivering at its cost and shall not include any compensation payment payable or other liability arising as a result of non-delivery, late delivery or delivery of an incorrect number or specification of Goods.

9.8 Scotline shall have no liability to the Customer:

(a) in relation to any claim that is not the direct result of the negligence of Scotline or Scotline's breach of these Conditions;

(b) in relation to any claim that is the direct or indirect result of any act or omission of:

(i) the Customer or its employees, subcontractors or agents;

(ii) the Consignee, its employees, subcontractors or agents; or

(iii) any third party outside Scotline's control;

(c) in relation to any delay or failure to perform its obligations as a result of a Force Majeure Event;

(d) to the extent that any loss or damage has been caused by the Customer's breach of these Conditions or any of the Customer's warranties and/or undertakings; and

(e) in relation to any one claim or series of claims linked to an individual incident where the value of such claim or claims does not exceed £100.

(f) in any claim where quantity has been stated basis Shipper's load, stow and count, except where explicitly stated that Scotline has independently confirmed the quantity

9.9 In relation to warehousing services or the storage of Goods, for the avoidance of doubt, Scotline's liability shall be limited in accordance with these Conditions and the UKWA Conditions.

9.10 This clause 9 shall survive termination of the Contract.

## **10. Termination Without limiting its other rights or remedies,**

Scotline may terminate the Contract with immediate effect (or Scotline may suspend the provision of the Services with immediate effect) by giving notice to the Customer.

## **11. Consequences of termination**

On termination of the Contract for any reason:

(a) the Customer shall immediately pay to Scotline all of Scotline's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Scotline shall submit an invoice, which shall be payable by the Customer immediately on receipt; (b) the Customer shall return all Scotline Materials. If the Customer fails to do so, then Scotline may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose;

(c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## **12. Lien**

Scotline shall have a specific lien on all Goods in its possession or under its control and a general lien entitling it to retain Goods or documents as security for payment of any amounts claimed by Scotline from the Customer on any account and on the following terms:

(a) Amounts shall be deemed to be due from the Customer to Scotline upon the date of invoice but shall be payable by the Customer in accordance with these Conditions. Where an invoice has not been issued at the time of Scotline exercising its lien then the amounts due to Scotline shall include

not only the amounts invoiced but also the amounts owing to Scotline for Services which it has provided to the Customer but for which it has not yet issued an invoice;

(b) Scotline may exercise its lien at any time by giving written notice to the Customer such notice to specify the amount of the debt owed by the Customer to Scotline or particulars from which the Customer may calculate such amount. In the event that the debt for which the lien has been exercised is not fully satisfied within seven days of such notice Scotline may sell or otherwise dispose of the Goods or any part of them at the Customer's entire risk and expense by the best method reasonably available and the proceeds of any sale or disposal shall be remitted to the Customer after deduction therefrom of all expenses and all amounts due to Scotline from the Customer on any account; and

(c) Goods will only be released to the Customer where Scotline has been paid all sums owing to it whether or not such sums have been invoiced.

### **13. Dangerous Goods**

13.1 The Customer shall notify Scotline before Scotline is due to receive any Dangerous Goods on behalf of the Customer, such written notification to include:

(a) the name of the substance;

(b) the overall quantity of Dangerous Goods and the size and number of receptacles in which they are presented;

(c) the classification of the Dangerous Goods and any other particulars (if applicable) in accordance with the CDG Regs;

(d) any substances from which the Dangerous Goods should be segregated or isolated;

(e) any other information which it would be prudent to disclose given the nature of the Dangerous Goods and the Services being provided, including any documentation required by the CDG Regs or any other relevant legislation; and

(f) a safety data sheet containing the information prescribed by Regulation 5 of The Chemicals (Hazard Information and Packaging for Supply) Regulations 2009.

13.2 Scotline shall be entitled at its sole discretion to refuse to handle, store, carry, transport or in any other way deal with any Dangerous Goods and nothing in the Contract, these Conditions or otherwise shall entitle the Customer to any compensation in respect of such refusal but, if Scotline agrees to handle, store, carry, transport or in any other way deal with any Dangerous Goods, the Customer warrants that:

(a) all such Goods shall be classified, packed, marked, labelled and documented in accordance with the CDG Regs and all relevant statutory regulations; and

(b) at its own expense, the Customer shall insure the Dangerous Goods against all risks (including third party risks) and keep them so insured during the period that such Dangerous Goods are in Scotline's custody and shall ensure that the Customer's insurers waive all and any rights of subrogation against Scotline and its officers, directors, employees, agents; and

(c) the Customer shall fully indemnify Scotline in respect of any claims, liabilities and costs incurred as a result of a breach of these warranties.

13.3 In the event that there occurs actual or potential damage or loss to Scotline, third parties or the environment while the Dangerous Goods are in the possession of Scotline and following investigation the Customer is deemed to be responsible for such damage (whether due to faulty packaging or as a result of inappropriate handling due to non-disclosure of Dangerous Goods or otherwise) then the Customer shall be liable for and shall fully indemnify Scotline against all costs arising from the incident and any corrective action that may be required.

### **14. Employees**

The Customer shall be liable for and shall fully indemnify and keep fully indemnified Scotline against and in respect of any and all actions, proceedings, costs (including legal costs), losses, damages, fines, penalties, compensation, awards, demands, orders, expenses and liabilities whatsoever and howsoever arising which Scotline may suffer, incur, pay or be put to in respect of:

14.1 any employee who claims (at any time) to have become an employee of or have rights against Scotline under the Transfer Regulations by virtue of Scotline providing the Services; and

14.2 the termination (for any reason and at any time) of the employment of any employee who becomes an employee of Scotline, or claims to have become an employee of Scotline, under the Transfer Regulations by virtue of Scotline providing the Services.

### **15. Assignment and subcontracting**

15.1 Scotline may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

15.2 The Customer shall not, without the prior written consent of Scotline, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

## **16. Notices**

16.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business.

16.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, if sent by pre-paid first-class post or recorded delivery, at 9.00 am 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 and stamped, on the next Business Day after transmission.

16.3 This clause 16 shall not apply to the service of any proceedings or other documents in any legal action.

## **17. Waiver**

17.1 A waiver of any right under the Contract or these Conditions is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

17.2 Unless specifically provided otherwise, rights arising under the Contract or these Conditions are cumulative and do not exclude rights provided by law.

## **18. Severance**

18.1 If a court or any other competent authority finds that any Condition (or part of any Condition) is invalid, illegal or unenforceable, that Condition or part-Condition shall, to the extent required, be deemed deleted, and the validity and enforceability of the other Conditions shall not be affected.

18.2 If any invalid, unenforceable or illegal Condition would be valid, enforceable and legal if some part of it were deleted, the Condition shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## **19. No partnership**

Nothing in the Contract or these Conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

## **20. Third parties**

A person who is not a party to the Contract shall not have any rights under or in connection with it.

## **21. Variation**

Except as expressly set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract or these Conditions, shall only be binding on Scotline when agreed in writing and signed on behalf of Scotline by a duly authorised representative of Scotline.

## **22. Governing law and jurisdiction**

The Contract and these Conditions, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.