

## **CONDITIONS OF CONTRACT FOR SUPPLY OF GOODS (AND ANY RELATED SERVICES)**

These Conditions may only be varied with the written agreement of the Purchaser. No terms or conditions put forward at any time by the Supplier shall form any part of the Contract unless specifically agreed in writing by the Purchaser.

### **1. Conditions**

In these Conditions:

'*Purchaser*' means sportscotland;

'*Supplier*' means the person, firm or company to whom the Contract is issued;

'*Goods*' means any such goods as are to be supplied to the Purchaser by the Supplier (or by any of the Supplier's sub contractors) pursuant to or in connection with this Contract;

'*Contract*' means the contract between the Purchaser and Supplier consisting of the Supplier's tender and the Purchaser's acceptance thereof (or the Supplier's acceptance of the Purchaser's order for the goods, as the case may be) together with any documents referred to in them, including the Specification and these conditions and any Schedules annexed;

'*Purchase Order*' means the document setting out the Purchaser's requirements for the Contract;

'*Services*' means the services provided as specified in the contract including (but not restricted to) installation of goods and shall, where the context so admits, include any materials, articles and goods to be supplied in connection with any such services;

'*Premises*' means the location where the services are to be performed as specified in the Contract or Purchase Order.

### **2. The Goods**

- 2.1. The Goods shall be to the reasonable satisfaction of the Purchaser and shall conform in all respects with any particulars specified in the Contract and in any variations thereto.
- 2.2. The Goods shall conform in all respects with the requirements of any statutes, orders, regulations or bye laws from time to time in force.
- 2.3. The Goods shall be fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to the Supplier by

the Purchaser and the Purchaser relies on the skill and judgement of the Supplier in the supply of the Goods and the execution of the Contract.

### **3. The Price**

- 3.1. The price of the Goods and any related Services shall be as stated in the Contract and no increase will be accepted by the Purchaser unless agreed by the Purchaser in writing before the commencement of performance of the Contract.
- 3.2. Unless otherwise agreed in writing by the Purchaser, the Supplier shall render a separate invoice in respect of each consignment delivered under the Contract. Payment shall be due 30 days after receipt of the Goods or the correct invoice therefore, whichever is the later.
- 3.3. Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.
- 3.4. Notwithstanding Condition 24 of this Contract the Supplier may assign to another person (an "assignee") the right to receive payment of the Price or any part thereof due to the Supplier under this Contract subject to (i) deduction of sums in respect of which the Purchaser exercises its right of recovery under Condition 23 of this Contract and (ii) all the related rights of the Purchaser under this Contract in relation to the recovery of sums due but unpaid. The Supplier shall notify or procure that any assignee notifies the Purchaser of any variations to the arrangements for payment of the Price or for handling invoices, in each case in good time to enable the Purchaser to redirect payments or invoices accordingly. In the absence of such notification the Purchaser shall be under no obligation to vary the arrangements for payment of the Price or for handling invoices.

### **4. Change to Contract Requirements**

- 4.1. The Purchaser may order any variation to any quantity or specification of goods or to any part of the Services that for any other reason shall in the Purchaser's opinion be desirable. Any such variation may include (but shall not be restricted to) additions, omissions, alterations, substitutions to the Goods or Services and changes in quality, form, character, kind, timing, method or sequence of the delivery of Goods or provision of Services.
- 4.2. Save as otherwise provided herein, no variation of the specification of Goods or of the Services as provided for in Clause 4.1 hereof shall be valid unless given or confirmed in the form of an order given by the Purchaser. All such orders shall be given in writing provided that if for any reason the Purchaser shall find it necessary to give any such order orally in the first instance the Supplier shall comply with such oral order which must be confirmed in writing by the Purchaser within 2 working days of the giving of such oral order by the Purchaser, failing which the variation made by such oral order shall cease to have effect on the expiry of the said 2 working day period.

- 4.3. Where any such change in quality or specifications of Goods or variation of the Services made in accordance with Clauses 4.1 and 4.2 has affected or may affect the costs incurred by the Supplier delivering the Goods or providing the Services, the Supplier will notify the Purchaser in writing of the effect which it has had or may have on the said costs and such notification shall be considered by the Purchaser, who shall take all of the facts into account (including such information as may be provided by the Supplier in respect of the effect which such variation has had or may have on the costs incurred by the Supplier in providing the Goods or Service) and may authorise such alteration to the sums to be paid to the Supplier in accordance with the provisions of the Contract as are, in the Purchaser's opinion, appropriate and reasonable in the circumstances.

## **5. Inspection of Premises and Nature of Services**

- 5.1. The Supplier is deemed to have inspected the Premises before tendering so as to have understood the nature and extent of the Services to be carried out and is deemed to be satisfied in relation to all matters connected with the Services and Premises.
- 5.2. The Purchaser shall, at the request of the Supplier, grant such access as may be reasonable for this purpose.
- 5.3. Unless otherwise specified, the Supplier shall provide all plant, tools, material, labour, haulage and any other things necessary to complete the Contract.

## **6. Supplier's Status**

In carrying out any Services associated with the Contract the Supplier shall be acting as principal and not as the agent of the Purchaser. Accordingly:

(a) the Supplier shall not (and shall procure that his agents and servants do not) say or do anything that might lead any other person to believe that the Supplier is acting as the agent of the Purchaser, and

(b) nothing in this Contract shall impose any liability on the Purchaser in respect of any liability incurred by the Supplier to any other person but this shall not be taken to exclude or limit any liability of the Purchaser to the Supplier that may arise by virtue of either a breach of this Contract or any negligence on the part of the Purchaser, or the Purchaser's staff or agents.

## **7. Supplier's Personnel**

- 7.1. The Supplier shall take the steps reasonably required by the Purchaser to prevent unauthorised persons being admitted to the Premises. If the Purchaser gives the Supplier notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Supplier shall take all reasonable steps to comply with such notice and if required by the Purchaser the Supplier shall replace any person removed under this Condition with

another suitably qualified person and procure that any security pass issued to the person removed is surrendered. The giving of such notice by the Purchaser to the Supplier as aforesaid shall not entitle the Supplier to delay, suspend, terminate or withhold the performance of any of its obligation in terms of the Contract and it shall remain bound to timeously implement its obligations in full, whether or not it complies with the terms of the said notice or otherwise.

- 7.2. If and when instructed by the Purchaser, the Supplier shall give to the Purchaser a list of names and addresses of all persons who are or may be at any time concerned with the Services or any part of them specifying the capacities in which they are so concerned, and giving such other particulars and evidence of identity and other supporting evidence as the Purchaser may reasonably require.
- 7.3. The decision of the Purchaser shall be final and conclusive as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract and as to whether the Supplier has furnished the information or taken the steps required of the Supplier by this Condition.
- 7.4. The Supplier shall bear the cost of any notice, instruction or decision of the Purchaser under this Condition.

## **8. Delivery**

- 8.1. The Supplier shall make no delivery of materials, plant or other things, nor commence any work on the Premises without obtaining the Purchaser's prior consent. The Supplier shall make delivery at a time agreed between the Supplier and Purchaser.
- 8.2. The Goods shall be delivered to the place named in the Contract. Any access to premises and any labour and equipment that may be provided by the Purchaser in connection with delivery shall be provided without acceptance by the Purchaser of any liability whatsoever and the Supplier shall indemnify the Purchaser in respect of any actions, suits, claims, demands, losses, charges, costs and expenses which the Purchaser may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of the Supplier's sub contractors.
- 8.3. The time of delivery shall be of the essence and failure to deliver within the time promised or specified shall enable the Purchaser (at the Purchaser's option) to release themselves from any obligation to accept and pay for the Goods and/or to cancel all or part of the Contract therefore, in either case without prejudice to the Purchaser's other rights and remedies.

## **9. Access**

- 9.1. Where any access to the premises is necessary in connection with delivery or installation the Supplier and the Supplier's sub contractors shall at all times comply with the reasonable requirements of the Purchaser's Head of Security.
- 9.2. Access to the Premises shall not be exclusive to the Supplier but only such as shall enable the Supplier to carry out the Services concurrently with the execution of work by others. The Supplier shall co operate with such others as the Purchaser may reasonably require.
- 9.3. The Purchaser shall have the power at any time during the progress of the Services to order in writing:
  - (a) the removal from the Premises of any materials which in the opinion of the Purchaser are either hazardous, noxious or not in accordance with the Contract;
  - (b) the substitution of proper and suitable materials;
  - (c) the removal and proper re execution notwithstanding any previous test thereof or interim payment therefor of any work which, in respect of material or workmanship, is not in the opinion of the Purchaser in accordance with the Contract.
- 9.4. The Supplier shall comply forthwith with the terms of any such order.
- 9.5. On completion of the Services the Supplier shall remove the Supplier's plant, equipment and unused materials and shall clear away from the Premises all rubbish arising out of the Services and leave the Premises in a neat and tidy condition.

## **10. Property and Risk**

Property and risk in the Goods shall without prejudice to any of the rights or remedies of the Purchaser (including the Purchaser's rights and remedies under Condition 12 hereof) pass to the Purchaser at the time of delivery.

## **11. Damage in Transit**

On dispatch of any consignment of the Goods the Supplier shall send to the Purchaser at the address for delivery of the Goods an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume. The Supplier shall free of charge and as quickly as possible either repair or replace (as the Purchaser shall elect) such of the Goods as may either be damaged in transit or having been placed in transit fail to be delivered to the Purchaser provided that:

(a) in the case of damage to such Goods in transit the Purchaser shall within thirty days of delivery give notice to the Supplier that the Goods have been damaged;

(b) in the case of non delivery the Purchaser shall (provided that the Purchaser has been advised of the dispatch of the Goods) within 10 days of the notified date of delivery give notice to the Supplier that the Goods have not been delivered.

## **12. Inspection, Rejection and Guarantee**

12.1. The Supplier shall permit the Purchaser or the Purchaser's authorised representatives to make any inspections or tests of the Goods the Purchaser may reasonably require and the Supplier shall afford all reasonable facilities and assistance free of charge at the Supplier's premises. No failure to make complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by the Purchaser of any rights or remedies in respect of the Goods.

12.2. The Purchaser may by written notice to the Supplier reject any of the Goods which fail to meet the requirements specified in the contract. Such notice shall be given within a reasonable time after delivery to the Purchaser of Goods concerned. If the Purchaser shall reject any of the Goods pursuant to this Condition the Purchaser shall be entitled (without prejudice to his other rights and remedies) either:

(a) to have the Goods concerned as quickly as possible either repaired by the Supplier or (as the Purchaser shall elect) replaced by the Supplier with Goods which comply in all respects with the requirements specified herein; or

(b) to obtain a refund from the Supplier in respect of the Goods concerned.

12.3. The guarantee period applicable to the Goods shall be 12 months from the putting into service or 18 months from delivery of the Goods, whichever shall be the shorter (subject to any alternative guarantee arrangements agreed in writing between the Purchaser and the Supplier). If the Purchaser shall within such guarantee period or within 30 days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use the Supplier shall (without prejudice to any other rights and remedies which the Purchaser may have) as quickly as possible remedy such defects (whether by repair or replacement as the Purchaser shall elect) without cost to the Purchaser.

12.4. Any Goods rejected or returned by the Purchaser as described in Conditions 12.2 or 12.3 shall be returned to the Supplier at the Supplier's risk and expense.

### **13. Labelling and Packaging**

- 13.1. The Goods shall be packed and marked in a proper manner and in accordance with the Purchaser's instructions and any statutory requirements and any requirements of the carriers. In particular the Goods shall be marked with the number of the Purchase Order (if any), the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings. The Supplier shall indemnify the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses which the Purchaser may suffer or incur as a result of or in connection with any breach of this Condition.
- 13.2. All packaging materials will be considered non returnable and will be destroyed unless the Supplier's advice note states that such materials will be charged for unless returned. The Purchaser accepts no liability in respect of the non arrival at the Supplier's Premises of empty packages returned by the Purchaser unless the Supplier shall within ten days of receiving notice from the Purchaser that the packages have been dispatched notify the Purchaser of such non arrival.
- 13.3. The Supplier represents and warrants that the maximum use has been made of recycled materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packing, where these fulfil other packing specifications.

### **14. Audit**

The Supplier shall keep and maintain until 2 years after the Contract has been completed records to the satisfaction of the Purchaser of all expenditures which are reimbursable by the Purchaser and of the hours worked and costs incurred in connection with any employees of the Supplier paid for by the Purchaser on a time charge basis. The Supplier shall on request afford the Purchaser or his representatives such access to those records as may be required by the Purchaser in connection with the Contract.

### **15. Intellectual Property**

- 15.1. All Intellectual Property conceived or made by the Supplier in the supply of Goods and the execution of the Contract will belong to the Purchaser and the Supplier hereby assigns and agrees to assign all its interest therein to the Purchaser or its nominee. Whenever requested to do so by the Purchaser, the Supplier will, at the Supplier's expense, execute any and all applications, assignments or other instruments which the Purchaser deems necessary to give effect thereto.
- 15.2. The Purchaser grants the Supplier a licence to use the Intellectual Property conceived or made by the Supplier in the course of providing the Services for the purposes of fulfilling its obligations under this Agreement during the term of this Agreement or for such other purposes and on such terms as the Purchaser and the Supplier shall agree in writing from time to time. For the avoidance of

doubt the Supplier shall have no right to use the Intellectual Property created as a result of this Agreement other than as granted in this Condition 15.2 and shall not be entitled to grant any sub-licence of any Intellectual Property conceived or made by the Supplier in the course of providing the Services without the prior consent of the Purchaser in writing.

- 15.3. The Supplier warrants and agrees that, in the course of providing the Services to the Purchaser, the Supplier shall not infringe the intellectual property or confidential information of any other party and that anything produced by the Supplier may be freely used by the Purchaser.
- 15.4. The Supplier agrees to indemnify the Purchaser and kept it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Purchaser, or for which the Purchaser may become claim liable, with respect to any intellectual property infringement claim or other relating to the provision of the Services to the Purchaser.
- 15.5. For the purposes of this Agreement “Intellectual Property” means any patent, know how, trade mark, service mark, trade name, registered design, copyright, moral right, unregistered design right, database right, semi-conductor topography right or any other industrial or commercial right including any application for registration or protection of the same of anywhere in the world.

The provisions of this Condition 15 shall apply during the continuance of this Agreement and after its termination howsoever arising.

## **16. Health and Safety**

- 16.1. The Supplier represents and warrants to the Purchaser that the Supplier is satisfied that all necessary tests and examinations have been made or will be made prior to delivery of the Goods to ensure that the Goods are designed and constructed so as to be safe and without risk to the health or safety of persons using the same, and that the Supplier has made available to the Purchaser adequate information about the use for which the Goods have been designed and have been tested and about any conditions necessary to ensure that when put to use the goods will be safe and without risk to health.
- 16.2. The Supplier shall perform the Services in such a manner as to be safe and without risk to the health or safety of persons in the vicinity of the place where the Services are being performed (whether such persons are in the vicinity of the said place at the time when the Services are being performed or otherwise) and in such a manner as to comply with any relevant health and safety or other legislation (including Statutory Instrument, Orders, or Regulations made under the said legislation) and any requirements imposed by a local or other regulatory authority in connection with the performance of services of the type supplied to the Purchaser, whether specifically or generally.
- 16.3. With prejudice to the generality of Condition 17.1 hereof, the Supplier shall indemnify the Purchaser against all actions, suits, claims, demands, losses,

charges, costs and expenses which the Purchaser may suffer or incur as a result of or in connection with any breach of Conditions 17.1 or 17.2 hereof.

## **17. Indemnity and Insurance**

- 17.1. Without prejudice to any rights or remedies of the Purchaser (including the Purchaser's rights and remedies under Condition 12 hereof) the Supplier shall indemnify the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses which the Purchaser may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (whether fatal or otherwise) to any person which may result directly or indirectly from any defect in the Goods or the negligent or wrongful act or omission of the Supplier.
- 17.2. The Supplier shall have in force and shall require any sub-Contractor to have in force:
- (a) employer's liability insurance in accordance with any legal requirements for the time being in force, and
  - (b) public liability insurance for such sum and range of cover as the Supplier deems to be appropriate but covering at least all matters which are the subject of indemnities or compensation obligations under these Conditions in the sum of not less than £1 million for any one incident and unlimited in total, unless otherwise agreed by the Purchaser in writing.
- 17.3. The policy or policies of insurance referred to in Condition 17.2 shall be shown to the Purchaser whenever the Purchaser requests, together with satisfactory evidence of payment of premiums.

## **18. Discrimination**

- 18.1. The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation, political or other opinion and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.
- 18.2. The Supplier shall take all reasonable steps to secure the observance and compliance of Condition 18 by all its employees, agents and/or representatives.

## **19. Confidential Information**

- 19.1. The Supplier acknowledges that in the course of the provision of the Services it will have access to confidential information relating to the business

of the Purchaser. The Supplier has therefore agreed to accept the restrictions in this Condition 19.

- 19.2. The Supplier shall not (except in the proper course of its duties) during its engagement or at any time thereafter improperly use or disclose to any third party any confidential or sensitive information relating to the business of the Purchaser.

## **20. Data Protection**

The Purchaser may process third party personal data in connection with its business. Any access to or processing of any such data by the Supplier will at all times be subject to the Data Protection Act 1998 and the Purchaser's Data Protection Policy.

## **21. Freedom of Information (Scotland) Act 2002**

- 21.1. As a public body, the Purchaser falls under the requirements of the Freedom of Information (Scotland) Act 2002 ("the Act") and the Environmental Information (Scotland) Regulations 2004 ("the Regulations") to disclose any information (including this Agreement and ancillary written documents) it holds on a particular topic when requested to do so by a person or body. In certain circumstances some of the information may be subject to an exemption and will not have to be disclosed.
- 21.2. The Purchaser shall have regard to all instructions from the Supplier regarding disclosure or non-disclosure of information, but for the avoidance of doubt the Purchaser's decision with regard to questions of disclosure or non-disclosure shall be final.
- 21.3. By signing this Agreement, the Supplier is fully aware that some or all of the information provided by the Supplier to the Purchaser including any 'sensitive and/or confidential' information may be subject to disclosure under the Act or the Regulations. The Purchaser agrees that it will consult with the Supplier fully before the disclosure of any of the Supplier's 'sensitive and/or confidential' information.

## **22. Termination**

- 22.1. Notwithstanding the foregoing, the Purchaser may immediately terminate this Contract and without any compensation or damages due to the Supplier, but without prejudice to any other rights or remedies the Purchaser may have at law to terminate the Contract immediately, upon the occurrence of any of the following events:-
  - 22.1.1. where the Supplier is an individual and if a petition is presented for the Supplier's bankruptcy or the sequestration of the Supplier's estate or a criminal bankruptcy order is made against the Supplier, or the Supplier makes any composition or arrangement with or for the benefit of creditors,

or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage the Supplier's affairs; or

- 22.1.2. where the Supplier is not an individual but is a firm, or a number of persons acting together in any capacity, if any event in (22.1.3) or (22.1.6) of this Condition occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Supplier to be wound up as an unregistered company; or
  - 22.1.3. where the Supplier is a company, if the company passes a resolution for winding-up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrator, administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge; or
  - 22.1.4. where the Supplier provides inadequate services; or
  - 22.1.5. where the Supplier commits an act that is deemed by the Purchaser to be so serious that the continuation of the Contract cannot be permitted; or
  - 22.1.6. where the Supplier conducts itself in a manner which, in the reasonable opinion of the Purchaser, brings or is likely to bring the Purchaser into disrepute.
- 22.2. On the occurrence of any of the events described in Condition 22.1, or if the Supplier shall have committed a material breach of this Contract and (if such breach is capable of remedy) shall have failed to remedy such breach within 7 days of being required by the Purchaser in writing to do so, or, where the Supplier is an individual, if the Supplier shall die or be adjudged incapable of managing his or her affairs within the meaning of Part VII of the Mental Health Act 1983 or of Part V of the Mental Health (Scotland) Act 1984, the Purchaser shall be entitled to terminate this Contract by notice to the Supplier with immediate effect.
- 22.3. In addition to the rights of termination under Condition 22.1, the Purchaser shall be entitled to terminate this Contract by giving to the Supplier not less than 7 days' notice to that effect. In the event of such termination, the Supplier shall, if required to do so by the Purchaser, prepare and submit to the Purchaser a report on the work done prior to the termination and making such recommendations as may be based on the work done prior to termination.
- 22.4. Any delay by the Purchaser in exercising its rights to terminate under Conditions 22.2 or 22.3 shall not constitute a waiver thereof.
- 22.5. Termination under Conditions 22.2 or 22.3 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Purchaser and shall not affect the continued operation of Conditions 7 and 10.

- 22.6. In the event of Termination by the Purchaser under Conditions 22.2 or 22.3, the total sum payable by the Purchaser shall comprise a fee which takes into account the work actually completed to the Purchaser's satisfaction within the aims, objectives and conditions of the Contract. If this sum is less than the fees already paid, the Supplier will refund the difference to the Purchaser. If the work is not completed in accordance with the prescribed time-scale, the Purchaser may make appropriate deductions from the final fee payable as detailed in Condition 5.

### **23.Recovery of Sums Due**

Wherever under the Contract any sum of money is recoverable from or payable by the Supplier, that sum may be deducted from any sum then due, or which at any later time may become due, to the Supplier under the Contract or under any other agreement or contract with the Purchaser.

### **24. Assignment and Sub-Contracting**

- 24.1. The Supplier shall not without the written consent of the Purchaser assign the benefit or burden of the Contract or any part thereof.
- 24.2. No sub contracting by the Supplier shall in any way relieve the Supplier of any of his responsibilities under the Contract.
- 24.3. Where the Supplier enters into a sub-contract for the purpose of performing the Contract, the Supplier shall cause a term to be included in such sub-contract:
- 24.3.1. which requires payment to be made to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the sub-contract requirements and provides that, for the purpose of payment alone, where the Purchaser has made payment to the Supplier and the sub-contractor's invoice includes Goods and/or Services in relation to which payment has been made by the Purchaser then, to the extent that it relates to such Goods and/or Services, the invoice shall be treated as valid and payment shall be made to the sub-contractor without deduction.
- 24.3.2. which notifies the sub-contractor that the contract forms part of a larger contract for the benefit of the Purchaser and that should the sub-contractor have any difficulty in securing the timely payment of an invoice that matter may be referred by the sub-contractor to [insert contact name and address etc] and
- 24.3.3. in the same terms as that set out in this clause 24.3 (including for the avoidance of doubt this clause 24.3.3) subject only to modification to refer to the correct designation of the equivalent

party as the Supplier and sub-contractor as the case may be.

## **25. Notices**

Any notice given under or pursuant to the Contract may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by telex, telex message, facsimile transmission or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown on the Purchase Order, or to such other address as the party may by notice to the other have substituted therefor, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

## **26. Arbitration**

In the event of any dispute arising between the parties as to the interpretation of this agreement the parties hereby agree to submit the dispute to a sole arbiter to be mutually appointed. In the event of failure to agree on the appointment the arbiter (within 28 days of wither party requesting the other to do so), the dispute shall be submitted to a sole arbiter to be appointed by the President of the Law Society of Scotland. The decision of the arbiter shall be final and binding on both parties.

## **27. Headings**

The headings to Conditions shall not affect their interpretation.

## **28. Governing Law**

These Conditions shall be governed by and construed in accordance with Scottish law and the Supplier hereby irrevocably submits to the jurisdiction of the Scottish courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Purchaser to take proceedings against the Supplier in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

## **29. Anti – corruption**

29.1 Both parties will comply with the Bribery Act 2010. In particular, the parties shall not commit any act or omission which causes or could cause either party to breach, or commit an offence under any laws relating to anti-bribery and/or anti-corruption. The parties shall keep accurate and up to date records showing all payments made and received and all other advantages given and received by and all other advantages given and received by it in connection with this Agreement and the steps taken to ensure compliance.

29.2 Either party will promptly notify the other party of:-

29.2.1 any request or demand for any financial or other advantage by it; and

29.2.2 any financial or other advantage it gives or intends to give whether directly or indirectly in connection with this Agreement.

29.3 Either party will promptly notify the other party of any breach of this Clause [ 21 ].