

Terms and Conditions for the use of NatureScot Services

The following terms and conditions ("Terms and Conditions") govern the use of the services supplied by NatureScot, the operating name of Scottish Natural Heritage (SNH), an Executive Non-Departmental Public Body formed in 1992, whose principal office is at Great Glen House, Leachkin Road, Inverness, IV3 8NW ("**NatureScot**") to the Customer named in the Order Form ("**you**", "**your**", "**Customer**") as set out in the Order Form.

1. Definitions and interpretation

1.1 The terms and expressions as set out below shall have the following meanings:

Agreement	the agreement between NatureScot and the Customer for the supply of Services in accordance with these Terms and Conditions (including any annexes), the Order Form and any other documents (or parts thereof) specified by NatureScot.
Charges	the charges and/or charging mechanism as identified in the Order Form.
Commencement date	the date specified in the Order Form.
Confidential information	any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including the information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of either party and all personal data and special category personal data within the meaning of the Data Protection Act 2018.
Data protection legislation	all applicable data protection and privacy legislation in force from time to time in the UK including without limitation (i) the UK GDPR; (ii) DPA 2018; and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;.
Default	any breach of the obligations of either party (including, but not limited to, fundamental or persistent breach or breach of a fundamental term) or any default act, omission, negligence or statement of either

party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of the Agreement and in respect of which such party is liable to the other.

DPA 2018	Data Protection Act 2018 (and regulations made thereunder).
EISR	means the Environmental Information (Scotland) Regulations 2004, together with any guidance and/or codes of practice issued by the Scottish Information Commissioner in relation to such legislation or any Government body in relation to such regulations;
FOISA	means the Freedom of Information (Scotland) Act 2002, together with any guidance and/or codes of practice issued by the Scottish Information Commissioner in relation to such legislation or any Government body in relation to such regulations;
Intellectual Property Rights	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; (e) to which the relevant party is or may be entitled, and in whichever part of the world existing.
Law	any one or more of the following: a) any Act of Parliament; b) any subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978; c) any exercise of the Royal Prerogative, in each case in the United Kingdom.
Order Form	the Order Form provided by NatureScot setting out the Services, Charges, service specific terms (if any) that will apply and other details relevant to the Services to which these Terms and Conditions and any Special terms (where applicable) are attached. For the avoidance of doubt, no Order Form shall be binding on NatureScot until and unless both the Customer and NatureScot have signed that Order Form.

Representative	the representative of each party to the Agreement as initially identified in the Order Form and thereafter as may be notified by the relevant party from time to time.
Services	the services to be supplied by NatureScot to the Customer under the Agreement, and as more particularly described in the Order Form.
Special terms	such special terms set out in the Order Form which apply to the specific Services to be provided by NatureScot.
Statutory consultee	NatureScot's role as a consultee pursuant to any Law.
Terms and Conditions	these terms and conditions.
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
VAT	Value added tax chargeable in the UK
Working Days	any day other than a Saturday, Sunday or public holiday in Scotland.

- 1.2 Clause and paragraph headings shall not affect the interpretation of the Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns.
- 1.8 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.9 A reference to writing or written includes email.

- 1.10 References to clauses are to the clauses of the Agreement.
- 1.11 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.

2. Precedence

- 2.1 In the event of and only to the extent of any conflict between the Order Form, these Terms and Conditions, and any other document referred to in the Agreement, the conflict shall (unless otherwise specified in these Terms and Conditions or the relevant Order Form) be resolved in accordance with the following order of precedence:
- 2.1.1 the Order Form;
 - 2.1.2 these Terms and Conditions; and
 - 2.1.3 any other document expressly referred to in the Agreement.

3. Duration

- 3.1 The Agreement shall commence on the Commencement date and shall continue until the end of the Service Period specified in the Order Form or if no such Service Period is specified, until the Agreement is terminated in accordance with clause 8 of these Terms and Conditions.

4. Services

- 4.1 In consideration of the Customer paying the Charges pursuant to clause 6, NatureScot shall provide the Services to the Customer, together with any related Services or advice provided during the term of the Agreement and as otherwise agreed between the parties as being provided by NatureScot in accordance with clause 13.
- 4.2 In providing the Services, NatureScot agrees to use reasonable efforts to meet any agreed delivery period or timescale as may be agreed between the parties from time to time pursuant to clause 13. Notwithstanding the above NatureScot does not guarantee to meet specific times and dates and, as such, time shall not be of the essence.
- 4.3 In requesting the Services the Customer acknowledges that any advice may be overtaken by changes in available information as well as changes in international, national, regional or local law, policy and guidance.
- 4.4 In requesting the Services the Customer further agrees that any materials or advice given by NatureScot officers and or employees pursuant to the Agreement does not prejudice, constrain or bind NatureScot in respect of:

- 4.4.1 any future representations or decisions it may make in the course of its statutory duty;
- 4.4.2 its statutory functions; or
- 4.4.3 its role as a Statutory consultee.

5. Customer's obligations

- 5.1 The Customer shall:
 - 5.1.1 ensure that any information it provides NatureScot is complete and accurate;
 - 5.1.2 co-operate with NatureScot in all matters relating to the Services;
 - 5.1.3 if applicable, provide NatureScot, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other onshore facilities as reasonably required by NatureScot for the provision of the Services; and
 - 5.1.4 without prejudice to clause 5.1.1, provide NatureScot with such information and materials as NatureScot may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects.
- 5.2 If NatureScot's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer default):
 - 5.2.1 NatureScot 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 to the extent the Customer default prevents or delays NatureScot's performance of any of its obligations;
 - 5.2.2 NatureScot shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from NatureScot's failure or delay to perform any of its obligations as set out in this clause 5.2; and
 - 5.2.3 the Customer shall reimburse NatureScot on written demand for any costs or losses sustained or incurred by NatureScot arising directly or indirectly from the Customer default.

6. Charges and payment

- 6.1 The Customer shall pay the Charges in accordance with this clause 6.

- 6.2 All Charges in an Order Form shall represent Nature Scot's reasonable estimate of the time and resources to be spent by its personnel in delivering the Services described in the relevant Order Form. If in the reasonable opinion of NatureScot the actual time and resources spent in delivering the Services described in the relevant Order Form exceeds or is reasonably likely to exceed the value of the Charges stated in that Order Form, NatureScot may, at its sole discretion, on notice to the Customer increase the Charges, either by a further fixed sum or by reference to a rate card published by NatureScot from time to time, to account for the time and resources spent or to be spent by NatureScot to deliver the Services in question.
- 6.3 All Charges or other sums payable by the Customer under this agreement are exclusive of VAT and or any other relevant tax payable in respect of the Services and the Customer shall in addition pay an amount equal to any VAT or other tax chargeable on those Charges or other sums payable.
- 6.4 Without prejudice to clause 6.3 and clause 6.5, the current understanding of NatureScot and the Customer is that VAT is not payable for Services provided under this agreement.
- 6.5 If HMRC, at any time, informs NatureScot in writing that it has determined that VAT is payable on the sale of any of the Services provided under this agreement, NatureScot shall promptly deliver to the Customer a copy of that written determination and a proper VAT invoice in respect of the VAT payable and the Customer shall within five days of the receipt of such determination and VAT invoice pay to NatureScot a sum equal to:
- 6.5.1 the amount of VAT determined by HMRC to be chargeable; and
 - 6.5.2 any interest charged by HMRC due to late payment of such VAT to the extent that it results from a breach by the Customer of any of its obligations under this clause 6.
- 6.6 NatureScot shall invoice the Customer for the Charges at such times as are specified in the Order Form, or if the Order Form does not identify frequency of invoicing, NatureScot shall invoice on a regular basis. All invoices are payable within 28 days of the date of issue.
- 6.7 All sums due to NatureScot under the Agreement shall be paid in full by the Customer without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by Law.
- 6.8 Without prejudice to any other remedy available to NatureScot, if the Customer fails to pay any sum due to NatureScot pursuant to the relevant Agreement, NatureScot shall be entitled to suspend the provision of all or any part of the Services under the Agreement until NatureScot has received payment in full of any unpaid sums payable to it by the Customer pursuant to the relevant Agreement.

7. Warranties and disclaimers

- 7.1 NatureScot warrants and represents that it shall render the Services with reasonable skill, care, and diligence and in accordance with its own established internal procedures.
- 7.2 The Customer warrants that the information it provides to NatureScot shall be complete and accurate.
- 7.3 Save in respect of the warranty provided for in clause 7.1, NatureScot hereby excludes all other warranties and representations whether implied by law or otherwise in so far as the Law permits.
- 7.4 Notwithstanding the generality of clause 7.1 above, and without prejudice to clause 4.3 and clause 4.4, NatureScot hereby excludes any warranty that the advice provided by its officers or employees represents NatureScot's opinion or otherwise binds NatureScot when acting as a Statutory consultee and any training provided is advisory only and any such advice and or training shall not be deemed to bind or in any other way restrict NatureScot in performing its statutory functions.

8. Termination

- 8.1 Without prejudice to any other rights or remedies which NatureScot may have, NatureScot may terminate the Agreement:
 - 8.1.1 immediately on notice in writing where, in NatureScot's reasonable opinion, the provision of the Services will or is likely to conflict with NatureScot's statutory obligations or with NatureScot's obligations as Statutory consultee;
 - 8.1.2 immediately on notice to the Customer if, in NatureScot's reasonable opinion, the information provided by the Customer is insufficient to enable NatureScot to provide the Services and the Customer has failed to provide the missing information within 21 days of request by NatureScot; or
 - 8.1.3 by giving one months' written notice to the Customer.
- 8.2 NatureScot may terminate the Agreement by notice in writing with immediate effect where the Customer:
 - 8.2.1 undergoes a change of control, within the meaning of section 1124 of the Corporation Tax Act 2010; or
 - 8.2.2 becomes insolvent, bankrupt, enters into liquidation, enters into a voluntary arrangement, appoints a receiver or such similar event in any jurisdiction save for the purposes of a solvent reconstruction or amalgamation or suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade.

- 8.3 Either party may terminate the Agreement, or terminate the provision of any part of the Agreement by written notice to the other party with immediate effect if that other Party commits a default and if:
- 8.3.1 the default is not remedied within 30 days, or such other period as may be agreed between the parties, after issue of a written notice specifying the default and requesting it to be remedied;
 - 8.3.2 the default is not capable of remedy; or
 - 8.3.3 the default is a fundamental breach of the Agreement.
- 8.4 In the event NatureScot has the right to terminate the Agreement pursuant to clause 8.1.1, NatureScot may choose to suspend delivery of all or part of the Services rather than exercising the right to terminate. Such suspension shall continue until such time as NatureScot notifies the Customer that the actual or likely conflict has ceased. For the avoidance of doubt, if NatureScot only suspends part of the Services, the remaining Services shall continue to be provided in accordance with the Agreement.
- 8.5 For the avoidance of doubt, any suspension pursuant to clause 8.4 shall not have the effect of suspending any obligations on the Customer to pay amounts due and payable pursuant to clause 6.

9. Consequences of termination

- 9.1 On termination of the Agreement for whatsoever reason, the Customer shall pay to NatureScot any sums due and reasonably incurred up to the date of termination.
- 9.2 On termination or expiry of the Agreement (for any reason), the rights granted by NatureScot under the Agreement shall immediately terminate.

10. Limitation of liability

- 10.1 Neither party excludes or limits liability to the other for (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) for any liability which it is not permissible to exclude by Law and nothing in this clause 10 shall exclude or limit NatureScot's right to receive payment of any Charges due to it under the Agreement.
- 10.2 Subject to clause 10.1 and clause 10.5, NatureScot's total liability arising under, or in connection with, this Agreement, whether in delict (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited to the lower of (i) the aggregate of all Charges received by NatureScot under this Agreement in the 12 month period prior to the relevant claim or claims by the Customer; and (ii) the amount equal to the aggregate of the Charges set out in the relevant Order Form.

- 10.3 Subject to clause 10.1, the Customer's total liability arising under, or in connection with, the Agreement, whether in delict (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited to the amount equal to the aggregate of the Charges set out in the relevant Order Form provided always that for the purpose of this clause 10.3 when calculating the Customer's total liability, no account will be taken of any paid or unpaid Charges due to NatureScot under the Agreement.
- 10.4 Subject to clause 10.1, neither party will be liable to the other party for:
- 10.4.1 any indirect, special or consequential loss or damage; or
- 10.4.2 any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).
- 10.5 Furthermore, NatureScot hereby excludes all liabilities, to the fullest extent permitted by law, arising from the Customer's reliance on any guidance, training or any advice provided by NatureScot including its officers and employees pursuant to the Agreement.
- 10.6 The full extent of NatureScot's liability under or in connection with this Agreement (regardless of whether such liability arises in delict, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) shall be as set out in this clause 10.

11. Freedom of information and data protection

- 11.1 The Customer acknowledges that NatureScot is subject to the requirements of FOISA and EISR. Therefore NatureScot may be obliged to release documents in response to a FOISA or EISR request including any file notes. NatureScot cannot therefore guarantee confidentiality.
- 11.2 In respect of any FOISA or EISR request, NatureScot shall be responsible for determining at its absolute discretion whether any information, whether commercially sensitive information or otherwise, is exempt from disclosure in accordance with the provisions of the FOISA or the EISR or is to be disclosed in response to a request for information.
- 11.3 In responding to a request for information, including information in connection with the Agreement (including but not limited to tender documents, subsequent contractual information or information classified as confidential or sensitive) NatureScot will, where in its absolute discretion it deems necessary, use reasonable endeavours to consult the Customer. Notwithstanding this the Customer acknowledges that NatureScot may, in accordance with the FOISA and/or EISR, disclose information concerning the Customer or the Services without consulting the Customer, or following consultation with the Customer having taken its views into account provided that NatureScot shall take reasonable steps where appropriate to give the Customer advance notice, or failing that, to draw the disclosure to the Customer's attention after any such disclosure.

- 11.4 The provisions of this clause shall continue to apply after termination of the Agreement.
- 11.5 Both parties agree to comply with their respective obligations under the Data Protection Legislation.

12. Confidentiality

- 12.1 Each party:
- 12.1.1 shall treat all confidential information belonging to the other as confidential and safeguard it accordingly; and
 - 12.1.2 shall not disclose any confidential information belonging to the other party to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the provisions of the Agreement.
- 12.2 This clause 12 shall not apply to confidential information which:
- 12.2.1 is or becomes publicly available (otherwise than by a breach of any obligation of confidentiality); or
 - 12.2.2 was known to a party, without restriction as to its disclosure, before the information was disclosed to it by the other party; or
 - 12.2.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - 12.2.4 is required to be disclosed by law including any requirement for disclosure under the Data Protection Legislation, FOISA or EISR; or
 - 12.2.5 is independently developed by a party without direct or indirect access to, or use or knowledge of, the information disclosed to it by the other party.
- 12.3 Notwithstanding clauses 11 and 12 nothing shall prevent NatureScot from providing a copy of any advice or training materials provided under the Agreement to any other statutory body.
- 12.4 Except as expressly stated in the Agreement, no party makes any express or implied warranty or representation concerning its confidential information.
- 12.5 The provisions of this clause shall continue to apply after termination of the Agreement.

13. Variation

- 13.1 No variation of the agreement or of any document referred to in it shall be effective unless the costs of the variation are agreed and details of the variation are agreed in writing, titled “Contract Variation” and signed by both parties.

14. Corrupt gifts and payments

- 14.1 The Customer shall not offer or give, or agree to give, to any employee, agent, servant or representative of NatureScot any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, any act in relation to the obtaining or execution of the Agreement or any other contract with NatureScot, or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement or any such contract. The attention of the Customer is drawn to the criminal offences under the Criminal Justice Act 1988 and the Bribery Act 2010.

15. NatureScot materials

- 15.1 All Intellectual Property Rights in any information or material introduced and or produced by one party to the other party pursuant to the Agreement shall remain the property of the party that owned such Intellectual Property Rights prior to such introduction.
- 15.2 NatureScot hereby grants to the Customer a non-exclusive licence to use the materials and other information provided by NatureScot solely for its internal business purposes to the extent reasonably necessary to benefit from the Services.
- 15.3 The Customer hereby grants to NatureScot a non-exclusive licence to use the materials and other information provided by the Customer under the Agreement for the purpose of providing the Services to the Customer.
- 15.4 The Customer shall not delete or remove any proprietary notices or disclaimers or any other notice contained within or relating to any written advice or training materials produced pursuant to the Agreement.

16. Waiver

- 16.1 Failure to exercise, or any delay in exercising, any right or remedy provided under the Agreement or by Law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.
- 16.2 No single or partial exercise of any right or remedy provided under the Agreement or by law shall preclude or restrict the further exercise of any such right or remedy.
- 16.3 Except as otherwise expressly provided by the Agreement, all remedies available to either party for breach of the Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- 16.4 A waiver (which may be given subject to conditions) of any right or remedy provided under the Agreement or by Law shall only be effective if it is in writing and shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.

17. Severability

- 17.1 If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, such provision shall be severed and the other provisions will remain in force and effect as if the Agreement had been executed with such invalid, illegal or unenforceable provision eliminated.

18. Contract (Third Party Rights)(Scotland) Act 2017

- 18.1 A person who is not a party to the Agreement shall not have any rights under or in connection with it by virtue of the Contract (Third Party Rights)(Scotland) Act 2017.

19. Dispute resolution

- 19.1 Any disputes arising in connection with the Agreement will normally be resolved amicably at working level. In the event of failure to reach consensus between the parties then such failure shall be handled in the following manner:
- 19.1.1 the dispute shall in the first instance be referred to each party's Representative for resolution at a meeting to be arranged as soon as practicable after such referral, but in any event within ten Working Days;
 - 19.1.2 if the dispute has not been resolved following a referral in accordance with 19.1.1 the dispute shall be referred to a Director or Senior Executive for resolution at a meeting to be arranged as soon as practicable after such referral, but in any event within ten Working Days;
 - 19.1.3 if the dispute has not been resolved following a referral in accordance with foregoing terms of this clause 19 the parties shall settle the dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.
- 19.2 If the dispute cannot be resolved, the parties will first attempt to settle the matter by mediation and before either party commences formal action.
- 19.3 A mediator will be agreed by both parties. If the parties cannot agree on a mediator within 10 Working Days after a request by one party to the other, either party will as soon as possible, apply to the mediation provider or to the Centre for Effective Dispute Resolution (CEDR) to appoint a mediator. This application to CEDR must take place within

12 Working Days from the date of the proposal to appoint a mediator, or within 3 Working Days of notice from the mediator to either party that they can't or won't act.

- 19.4 The parties will meet the mediator within 10 Working Days of the mediator's appointment to agree a structure for the negotiations. The parties can at any stage ask the mediation provider for advice about the process.
- 19.5 Unless otherwise agreed, all negotiations and settlement agreements connected with the dispute will be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- 19.6 If the parties reach agreement, it will be put in writing and will be binding once it's signed by the parties' authorised representatives.
- 19.7 If agreement cannot be reached following a mediation either party can invite the mediator to provide a non-binding opinion on settlement terms in writing. This opinion will be provided and will not be used in evidence in any proceedings about the agreement without the prior written consent of both parties.
- 19.8 If the parties fail to reach agreement within 60 Working Days of the mediator being appointed, or other period as agreed by the parties, it can be referred to the courts or to arbitration (if both parties agree to determination by arbitration).
- 19.9 Either party can request by written notice that the dispute is referred to expert determination if the dispute relates to:
 - 19.9.1 any technical aspect of the delivery of the Services
 - 19.9.2 financial issues
- 19.10 An expert will be appointed by written agreement between the parties, but if they fail to agree on an expert within 10 Working Days of the first proposal by a party, or if the person appointed is unable or unwilling to act, the expert will be appointed on the instructions of the relevant professional body.
- 19.11 The expert will:
 - 19.11.1 act fairly and impartially and not as an arbitrator
 - 19.11.2 provide a determination that will be final and binding on the parties, unless there's a material failure to follow the agreed process
 - 19.11.3 decide the process to be followed and will be requested to make their determination within 30 Working Days of their appointment or as soon as possible and the parties will provide the documentation that the expert needs

19.11.4 decide how and by whom the costs of the determination, including their fees and expenses, are to be paid. Any amount payable by one party to another will be due within 20 Working Days of the parties being notified of the determination

19.12 The expert determination process will be conducted in private and will be confidential.

20. Entire agreement

20.1 The Agreement and any documents referred to in it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of the Agreement.

20.2 Each party warrants to the other party that, in entering into the Agreement and the documents referred to in it, it does not rely on any statement, representation, assurance or warranty of any person (whether a party to the Agreement or not) other than as expressly set out in the Agreement or those documents.

20.3 Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

21. Scope of Agreement

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

22. Notice

22.1 Any notice or other communication given by a party under our Agreement shall be:

22.1.1 in writing and in English;

22.1.2 signed by, or on behalf of, the party giving it (except for notices sent by email); and

22.1.3 sent to the relevant party at the address set out in clause 22.3.

22.2 Notices may be given, and are deemed received:

22.2.1 by hand: on receipt of a signature at the time of delivery;

22.2.2 by Royal Mail 'Signed For' or equivalent Recorded post: at 9.00 am on the *second* Business Day after posting;

22.2.3 by Royal Mail 'International Tracked and Signed' or equivalent International Recorded post: at 9.00 am on the *fourth* Business Day after posting; and

22.2.4 by email: on receipt of a delivery receipt email from the correct address.

22.3 Notices and other communications shall be sent to:

22.3.1 in the case of those to NatureScot, to NatureScot for the attention of:
Jennifer Gill, Customer Relations Manager – Offshore Wind at:
offshorewindcostrecovery@nature.scot

Great Glen House, Leachkin Road, Inverness IV3 8NW; and

22.3.2 in the case of those to the Customer, to any email or physical address or contact details notified on the Order Form (as updated from time to time pursuant to clause 22.4).

22.4 Any change to the contact details of a party as set out in clause 22.3 shall be notified to the other party in accordance with clause 22.1 and shall be effective:

22.4.1 on the date specified in the notice as being the date of such change; or

22.4.2 if no date is so specified, *five* Business Days after the notice is deemed to be received.

22.5 This clause does not apply to notices given in legal proceedings or arbitration.

23. Assignment and subcontracting

23.1 Except as expressly provided in the Agreement, NatureScot may at any time assign, sub-contract, sub-licence (including by multi-tier), transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under the Agreement without the Customer's consent.

23.2 Except as expressly permitted by the Agreement, the Customer shall not assign, transfer, sub-contract, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under the Agreement (including the licence rights granted), in whole or in part, without NatureScot's prior written consent.

24. Law and jurisdiction

24.1 The Agreement and all disputes or claims arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of Scotland.

24.2 The parties irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle all disputes or claims that arise out of or in connection with the Agreement or its subject matter.

24.3 To the extent that they apply to this Agreement, and in performing their obligations under this Agreement, both parties shall comply with all applicable and relevant Laws, statutes and regulations in force from time to time.