

These terms and conditions shall govern the relationship between Rabbie's Trail Burners Limited (No. SC164516) (the "Company") and the operator to whom the Tours are to be supplied hereunder (the "Operator").

### Scheduled Tour Departures - 1 Day and Extended Tours

---

#### Freesale

Freesale applies to 1 day tours all year round.

Freesale applies to extended tours all year round.

Freesale cut offs (release periods) are as follows:

City tours, half day tours and 1 day tours – 72 hours.

Extended tours – 3 weeks / hotel category 6 weeks.

Maximum booking size for freesale is 8 passengers. We allow a maximum of 2 single rooms per booking. Hotel Accommodation - for certain tours in high season where availability is restricted we may book B&B instead of hotel.

#### Close Out Dates

The Company will advise the Operator of all standard close out dates based on tours and departure points, during which there will be no departures, by use of rate sheets, Travel Trade portal and Travel Trade programme brochure. The Company reserves the right to add additional close out dates as and when required, and will notify these to the Operator as soon as reasonably possible thereafter.

#### Booking Limit

Where a booking request exceeds the maximum number of 8 passengers per booking, the Operator should contact the Company direct via telephone or email. Bookings which exceed the standard booking limit are made on request and will be subject to the number of passengers, the tour type and the availability of the tour. Where possible and at the discretion of the Company, the request may be booked onto a scheduled tour however the Tailor Made Tour may be more suitable. While the Company will endeavour to accommodate on request bookings, this may not be possible and the Company is under no obligation to meet the request.

#### Discounts / Child Rate

Child rate applies to children aged 5-15, based on 1 child sharing a room with parent(s) or 2 children in a twin room. No children under 5 please on our scheduled tours. Where no child rate is shown we are unable to take anyone under the age of 18.

#### Luggage

Passengers are restricted to one medium sized suitcase/bag no more than 15kg (Height 70cm x Width 30cm x Depth 45cm) and one small carry-on bag per person. Luggage is carried free of charge but at the passenger's own risk. We recommend surplus luggage be stored at the railway station or alternatively check with your accommodation provider if they offer luggage storage facilities.

#### Tour Notes

Lunches are not included. However we will either stop in small villages with a choice of lunch options, or at a local family establishment where there is a choice to suit all budgets. These places are always chosen for their charm and character - to give clients the taste of local hospitality.

Visitor attractions are not included but we have negotiated reductions to some properties on your behalf.

Clothing – because we believe in time off the bus and give clients the opportunities to take nature walks, we recommend bringing suitable clothing and footwear on the tours, the British Isles can be a wet place!

## **Winter Tours**

Winter can be a spectacular time to travel around the UK. Sometimes the routes we take are altered a little depending on the weather conditions and tours normally return about half an hour earlier. In winter (November to March) some castles and other visitor attractions are not open but can be viewed from outside.

## **Accommodation during Scheduled Tours**

All accommodation providers used by Rabbie's are handpicked for their quality, value and friendliness. We work with a range of properties - hotels, inns, guest houses and B&B properties. Choosing the right accommodation is key to making your Clients' time in the UK & Ireland memorable.

Hotel accommodation, where limited in certain areas, might not always be available. We will accommodate hotel requests in guesthouses or B&Bs of 3 star standard or higher and offer a discount, which will be individually advised.

Where a room for 2 passengers has been requested by the Operator but not confirmed as a double or twin room, the Company will default the request to a double room.

Overnight stops may move to an alternative location when major events are being held and accommodation is not available.

Accommodation is dispersed around various towns and villages, rarely more than a 10-15 minute walk from the centre, although on occasions this can be 20-30 minutes. Taxis are available if necessary. If your clients have access needs or specific requirements please let us know when booking. Late bookings and/or peak season may limit the choice and location of available accommodation.

Please refer to individual tour itineraries for specific accommodation conditions where applicable.

We will endeavour to book accommodation falling within the price bracket specified by you. If accommodation within the specified price bracket is not available or cannot be booked for any reason, we will discuss this with you before booking any alternative accommodation. The costs of any special requests or supplements (including single supplements and/or child prices) will vary depending on, for example, the policies of the relevant accommodation providers. Bookings are made subject to the terms and conditions of the relevant accommodation provider and the Company acts solely as an intermediary in arranging accommodation with the relevant accommodation provider. Unless otherwise agreed with the Company that payment for accommodation is made by the Operator, payment for accommodation should be made directly by your Client to the relevant third party provider.

In addition to the cancellation charges outlined in these terms, cancellation of accommodation booked by us on behalf of your Client may also result in your Client being liable for cancellation charges levied by the relevant third party provider. We shall endeavour to advise you of their cancellation charges at the time of booking [but typically the charge made will be the cost of one night's accommodation for each separate accommodation booked (unless the effective cancellation date is within 72 hours of the departure date for the relevant tour, in which event your Client may be liable for all accommodation costs)]. Any such costs or charges should be payable to us, so that we may remit them to the relevant provider on your Client's behalf.

### Cancellation Conditions (scheduled tours)

One Day Tours, Half-Day Tours, and City Tours:

For one day tours, half-day tours and city tours (being single day tours with a specific itinerary, which are available for booking on scheduled dates from scheduled departure points, together "sightseeing tours"), the following cancellation charges shall apply (depending on the effective date of cancellation):-

- a. cancellation more than 72 hours before the tour departure: 0% of the tour price;
- b. cancellation less than 72 hours before the tour departure: 100% of the tour price;
- c. in the event of a 'no show' the charge is 100% of the tour price.

Extended Tours:

For all scheduled tours (being tours of more than one day, with a specific itinerary, which are available for booking on scheduled dates from scheduled departure points "extended tours"), the following cancellation charges shall apply (depending on the effective date of cancellation):-

- a. cancellation more than 21 days before the tour date: 0% of the tour price;
- b. cancellation less than 21 days before the tour date: 100% of the tour price;
- c. in the event of a 'no show' the charge is 100% of the tour price.

Cancellations made more than 21 days before the tour date may also incur the cost of one night's accommodation for each separate accommodation booked (which will be at the discretion of the Company and subject to any costs or charges incurred or imposed by any of our suppliers).

Cancellations made less than 21 days before the tour date will incur the cost of one night's accommodation for each separate accommodation booked (unless the effective cancellation date is within 72 hours of the departure date for the relevant tour, in which event all accommodation costs will be liable, which includes a 'no show').

### Travel Trade Products

---

#### Product Description

The Company offers extensive expertise to the professional travel trade. A broad range of products and experiences are available for groups or individuals, including innovative city break packages, self-drive tours, ad-hoc services and sightseeing options. The full programme of products and services can be viewed in the Travel Trade brochure or Travel Trade portal. If you wish to make a Travel Trade product booking on behalf of your Client then please contact us to discuss your requirements further.

#### Cancellation and Amendment Conditions

Once a booking has been confirmed, any cancellation of a travel trade product will be charged as follows\*:

- a. cancellation more than 21 days before the tour date\*\*: 0% of the price;
- b. cancellation between 21 and 15 days before the tour date: 25% of the price;
- c. cancellation between 14 and 8 days before the tour date: 50% of the price;
- d. cancellation less than 8 days before the tour date: 100% of the price;
- e. in the event of a 'no show' the charge is 100% of the price.

\*Please note however, that the standard cancellation terms above may differ depending on the cancellation terms of any third party supplier providing any element of the tour. The standard terms above are therefore subject to any variations advised at the time of quoting the price of the relevant tour.

\*\*For bookings which include accommodation, cancellations made more than 21 days before the tour date may incur the cost of one night's accommodation for each separate accommodation booked (which

will be at the discretion of the Company depending on the effective date of cancellation, and subject to any costs or charges incurred or imposed by any of our suppliers).

Where the tour is, or includes, the Military Tattoo Package, specific cancellations terms will apply. Please refer to the rate sheets, Travel Trade portal and Travel Trade programme brochure.

Any changes made following the issue of the booking confirmation may be subject to an administration fee, which is at the discretion of the Company. The fee is typically 10% of the total cost of the tour, up to a maximum of £200, and may be subject to any additional costs or charges incurred or imposed by any of our suppliers.

## **Tailor Made Tours (Private Tours)**

---

### **Product Description**

The Company can create Tailor Made Tours, which are tailored to your Client's requirements. These may include various elements such as transport, accommodation, meals, car/bus hire, entrance to attractions, guided tours and/or other value added services (together "Tailor Made Tours"). If you wish to make a Tailor Made Tour on behalf of your Client (which includes the booking of a scheduled tour for 8 or more individuals) then please contact us to discuss your requirements further.

### **Cancellation and Amendment Conditions**

Once a booking has been confirmed, any cancellation of a private tour will be charged as follows\*:

- a. cancellation more than 13 weeks / 91 days before the tour date: 0% of the price;
- b. cancellation between 90 and 65 days before the tour date: 20% of the price;
- c. cancellation between 64 and 35 days before the tour date: 70% of the price;
- d. cancellation less than 35 days before the tour date: 100% of the price;
- e. in the event of a 'no show' the charge is 100% of the price.

\*Please note however, that the standard cancellation terms above may differ depending on the cancellation terms of any third party supplier providing any element of the tour. The standard terms above are therefore subject to any variations advised at the time of quoting the price of the relevant tour.

Cancellations made between 90 and 35 days before the tour date may also incur the cost of one night's accommodation for each separate accommodation booked (which will be at the discretion of the Company and subject to any costs or charges incurred or imposed by any of our suppliers).

Any changes made following the issue of the booking confirmation may be subject to an administration fee, which is at the discretion of the Company. The fee is typically 10% of the total cost of the tour, up to a maximum of £200, and may be subject to any additional costs or charges incurred or imposed by any of our suppliers.

## **General Tour Information**

---

### **VAT Rate**

The treatment of VAT on scheduled tour packages depends on the location of the agent. UK based agents come under UK VAT rules, EU based agents come under the reverse charge rules for VAT and agents based elsewhere are outwith the scope of VAT. All prices given include VAT at the current rate of

20%. Should the VAT rate alter we reserve the right to adjust the rate accordingly.

### Insurance

We strongly recommend that passengers arrange suitable travel, medical and cancellation insurance.

### Smoking

Smoking (including e-cigarettes) is not permitted on coaches but there are frequent stops en route for those passengers who wish to smoke.

## Terms and Conditions Addendum

---

In addition to the general terms set out above, the following terms and conditions ("Conditions") shall apply to govern the relationship between the Company and the Operator. The Operator's attention is drawn in particular to the provisions of Condition 10 below.

### 1 - Definitions and Interpretation

1.1 In these Conditions, the following words have the following meanings:

"Additional Terms" means any further information terms in the Company's Portal or (if the Operator does not have access to this) those terms as provided to the Operator in writing from time to time;

"Bookings" means any bookings of Tours made by the Operator under these Conditions;

"Brand" means the "Rabbie's" brand (and any related brands used by the Company in respect of Tours);

"Client" means the client or customer of the Operator (and, where a booking is made by the Operator in respect of that client or customer, means the travelling person(s));

"Portal" means any online portal or portals maintained by the Company from time to time and to which the Operator may have access for the purpose of obtaining further information on Tours and/or booking certain Tours;

"Product Information" means the trade brochure and other information regarding the Tours which is supplied in writing by the Company to the Operator;

"Special Conditions" means any bespoke terms agreed in writing between the Company and the Operator;

"Tours" means the tours, holiday experiences and/or tourist products and services made available by the Company to the Operator under these Conditions from time to time.

1.2 References to a person shall include a corporate or unincorporated body, and words in the singular shall include the plural and vice versa. Unless expressly stated otherwise, references to 'writing' and 'written' shall include email.

### 2 - Relationship of Parties

2.1 By its acceptance of these Conditions, the Operator acknowledges and agrees that the contractual relationship between the Company and the Operator is one of supplier and customer and that there is no contractual relationship directly between the Company and the Clients. The Operator shall ensure that its dealings with Clients reflect this and shall compensate the Company for any losses, costs or claims incurred by the Company due to the Operator's failure to do so.

2.2 These Conditions apply to the contract between the Company and the Operator to the exclusion of any other terms that the Operator seeks to incorporate (or which are implied by trade, custom or course of dealing). These Conditions (together with the Additional Terms and any Special Conditions) constitute the entire agreement between the parties and the Operator acknowledges that it has not relied upon any statement or representation by the Company which is not set out therein.

### **3 - Operator's Responsibilities**

3.1 The Operator will do nothing to prejudice the goodwill or commercial interests of the Company or the Brand, or which would bring the name or reputation of the Company or the Brand into disrepute.

3.2 Unless otherwise agreed between the Company and the Operator, the Operator will not market or sell Tours under the Brand but shall package Tours as part of its own offering to Clients. If the Company and the Operator agree that Tours should be sold by the Operator under the Brand then: (i) the Operator shall ensure that unauthorised price reductions are not publicised or offered by the Operator without the Company's specific permission;

(ii) all sales literature and marketing materials (including websites) which display the Brand and/or the Company name shall portray the Company positively and shall be submitted to the Company for approval, at least 28 days prior to proposed publication (and the Company shall, in its discretion, be entitled to refuse consent to such publication and/or to make this conditional upon the incorporation of any changes suggested

Terms & Conditions of Booking  
by the Company); and

(iii) the Operator shall comply with all applicable laws and regulations regarding the marketing and sale of Tours to its Clients.

3.3 The Operator shall ensure that all Tours are sold on the basis of correct and up to date information. The Operator shall not, without the Company's written consent, make, advertise or give (through any medium) any representations or promises concerning the Tours, beyond those contained in the Product Information.

3.4 Whilst the Company acknowledges that the Operator may sell and publicise Tours via multiple sales and distribution channels, the Company may (for any reason, in its sole discretion) require the Operator to remove Tours from, and/or to cease to use in relation to Tours, any particular sales and distribution channel. The Operator confirms that it will forthwith comply with any such request made by the Company and will take all steps necessary to remove Tours from the relevant channel and/or will cease to use the same in relation to Tours (as applicable) unless and until otherwise agreed by the Company in writing.

3.5 The Operator shall keep the details of all rates and prices quoted or charged by the Company to the Operator for any Tours strictly confidential and shall not disclose that information to its Clients or to any third party.

3.6 The Operator shall:

(i) nominate an administrative user who shall be responsible for administering the logins and passwords used by the Operator (or its representatives) in respect of the Portal;

(ii) take adequate security measures to safeguard the security of all such logins and passwords and to protect against any person gaining unauthorized access thereto; and

(iii) be responsible for ensuring that any administrative users are removed from the system and are no longer able to access the Portal in the event of them ceasing to be engaged by the Operator.

### **4 - Company's Responsibilities**

4.1 The Company shall provide the Product Information to the Operator. The Company reserves the right to correct any errors and will make reasonable efforts to inform the Operator of any changes as soon as possible.

4.2 The Company will advise the Operator on an ongoing basis of close out dates in respect of the Tours,

during which there will be no departures. The Company reserves the right to add additional close out dates as and when required, and will notify these to the Operator as soon as reasonably possible thereafter.

### 5 - Booking Process

5.1 All Bookings should be made in writing either by email to the Company or through an application of the client booking system or the "Rabbie's" agent operator online booking system or by telephone. Any quotation given by the Company shall not constitute an offer. A Booking is not confirmed (and therefore no contract is formed) until the Operator has received written confirmation thereof from the Company. The Company reserves the right to charge a deposit in respect of any potential Booking.

5.2 If the Operator has the benefit of freesale, the relevant cut-off dates will be advised by the Company, either by email to the Operator or through the Company's Portal.

### 6- Payment and Charges

6.1 If the Company has agreed to grant credit terms to the Operator, a reasonable credit level will be set by the Company. Once this level has been reached, payment will be requested. The Company is entitled, in its discretion, to withdraw credit facilities at any time upon giving 14 days written notice to the Operator.

6.2 Where credit terms are granted, Bookings will (subject to availability) be confirmed by the Company as soon as possible upon receipt of a booking request. The Company will send to the Operator an invoice at the end of each month and (if applicable) a report on the Bookings made during that month. Each invoice should be paid by the Operator in full within 30 days of its date. Any queries regarding invoices should be addressed to [accounts@rabbies.com](mailto:accounts@rabbies.com) within a week of receipt. In respect of Tailor Made Tours, a deposit (typically 20%) will be required 3 months prior to departure, the remaining payment will be invoiced at the end of each month, post departure.

6.3 If credit terms are not granted (or are withdrawn) the Company will (upon receipt of a booking request) send an invoice to the Operator. Payment in full should be made at least 6 weeks before the Tour departure date. Bookings shall not be confirmed until payment in full has been received from the Operator. The Company shall have no liability for any failure of the Operator to make payment in sufficient time. In respect of Tailor Made Tours, a deposit (typically 20%) will be required at the time of booking. Full payment is required 3 months prior to departure.

6.4 Where Tours include the provision of any goods or services by a third party supplier, the Company reserves the right (regardless of whether or not credit terms have been granted) to require immediate settlement of any sums which are payable to or in respect of such third party supplier. For the avoidance of doubt, the provision of such goods or services are made subject to the terms and conditions of such third party supplier(s).

6.5 All payments due by the Operator should be made by cheque, credit card or by bank transfer to the bank account notified by the Company to the Operator from time to time. Bank charges shall be paid in full by the Operator and the Company reserves the right to invoice the Operator, annually, for any unpaid banking charges.

6.6 In respect of Tailor Made Tours, all prices are net trade prices and are calculated per Tour or on the basis of a minimum number of passengers. If the number of passengers increases or decreases after the Company has quoted a price for the booking, the Company may alter the price to reflect the revised numbers. The Company reserves the right to increase the price of any Tailor Made Tour booking in the event of an increase in government taxes and fees, fuel surcharges, supplier price increases or any other cost increase. If the increase is greater than 7% of the quoted price, the Operator may cancel the Booking within 7 days of notification of the increase and the Company shall provide a full refund.

6.7 All quoted prices include VAT at the current rate, where applicable. Should the VAT rate or VAT treat-



ment alter, then the Company reserves the right to adjust its quoted prices accordingly.

## **7 - Intellectual Property**

7.1 The Operator acknowledges that all rights in the Brand, the Product Information and any other intellectual property used in relation to the Tours (and all associated goodwill) are the sole property of the Company and that it is only permitted to use the same only to promote Tours and/or otherwise to the extent specifically authorised by the Company in writing.

7.2 Without prejudice to Condition 7.1, the Operator acknowledges that all resources, graphics, logos and imagery used on the Portal, on the Company's website and in its marketing materials, is the property of the Company and shall be used by the Operator only to promote Tours and for no other purpose unless specifically authorised by the Company in writing.

## **8 - Changes**

8.1 While the Company does everything reasonably possible to provide the Tour itinerary as planned, it reserves the right to alter itineraries, transport or accommodation if required to do so. The majority of such changes will be minor and the Company will endeavour to advise the Operator of them at the earliest opportunity. If the Company is required to significantly alter a material part of any Tour for which a Booking has been confirmed (other than as set out in Condition 8.2 below) the Company will advise the Operator of this as soon as possible.

8.2 The Company reserves the right to substitute itineraries, hotels or attractions if necessary as a result of circumstances outwith the control of the Company or its supplier(s). In that event, the Company will endeavour to ensure (so far as possible) that the locations visited, the excursions taken and the hotels offered are similar to those originally planned and no refund or compensation will be due to the Operator. In the case of out bookings, the Company will endeavour to make alternative arrangements so as to minimise, so far as possible, the impact upon the Tour itinerary.

8.3 If the Operator wishes to change any part of a confirmed Booking, the Operator should notify the Company of this as soon as possible, in writing. Changes to confirmed Bookings may not be possible and the Company is under no obligation to agree to any requested change. If the Company is unable to meet the Operator's request and the Operator does not wish to retain the original Booking, then the Company reserves the right to treat this as a cancellation (in respect of which cancellation charges may be payable, as set out in these Conditions).

8.4 Where the Company can accommodate a change request, any changes may be subject to an administration fee (as advised by the Company). The Operator may also be required to meet any extra costs incurred by the Company (or incurred or imposed by the Company's suppliers) in making the change. A change is not confirmed until full payment of all applicable charges has been received from the Operator.

## **9 - Cancellation**

9.1 The Company will only cancel any Tours due to circumstances outwith its control or which might jeopardise the safety of its passengers, in which event a full refund will be payable by the Company to the Operator.

9.2 If the Operator wishes to cancel a confirmed Booking, the Operator should inform the Company of this in writing, as soon as possible. The effective date of cancellation will be the date upon which the Company receives such written notification. In the event of cancellation by the Operator, cancellation charges will be payable, as set out in these Conditions.

9.3 The Company reserves the right to refuse to carry any Client whose conduct or manner is likely to cause offence or upset to other passengers. The Company also reserves the right to refuse travel to any Client experiencing medical symptoms likely to cause ill health to others. In such circumstances, full cancellation charges shall be applied by the Company and the Company shall have no liability as a



result thereof.

### 10 - Other Suppliers/Exclusion and Limitation of Liability

10.1 The Operator acknowledges and agrees that: (i) certain aspects of the Tours may be provided by independent third party suppliers, upon their own terms and conditions; and (ii) the Company may sub-contract the provision of certain aspects of the Tours, where appropriate. The Company cannot be responsible for any costs incurred for travel arrangements purchased separately from the Company. Tickets for travel on other carriers are subject to the normal terms and conditions of the individual carrier.

10.2 Nothing in these Conditions shall exclude or limit the Company's liability for: (i) death or personal injury caused by its negligence (or the negligence of those for whom it is responsible at law); (ii) fraud or fraudulent misrepresentation; and/or (iii) any other matter the liability for which cannot be excluded or limited by law.

10.3 Subject to Condition 10.2: (i) the Company excludes any liability for any acts or omissions (negligent or otherwise) of any third party supplier, sub-contractor or other person providing products or services in connection with any Tour unless such person is employed by or under the direct control of the Company; (ii) the Company shall not be liable to the Operator (whether under contract, breach of duty or otherwise) for any loss of profit, or any indirect or consequential loss; and (iii) the Company's total liability to the Operator in respect of all other losses arising under or pursuant to these Conditions (whether under contract, breach of duty or otherwise) shall not exceed the price paid by the Operator for the relevant Tour in respect of which the liability arises.

10.4 The Company shall have no liability to the Operator for any missed departures or unused services.

### 11 - Special Requirements

11.1 Any special requests should be advised at the time of booking. Whilst the Company will try to accommodate reasonable requests, the Company cannot guarantee that they will be fulfilled and failure to meet any request will not constitute a breach by the Company. Where appropriate, the Company will pass special requests to the relevant accommodation provider or other supplier, but the Company is not responsible for their failure to meet the request. Additional charges may be made by the relevant supplier.

11.2 Although the Company tries to accommodate disabilities and medical problems where possible, many Tours may not be suitable for disabled or medically impaired passengers. The Operator should provide the Company with full details of any Client's disabilities or medical problems when making a booking enquiry. If the Company is unable to accommodate the Client then the Company will not confirm the Booking or (if the Operator did not provide all relevant details) the Company can cancel the Booking and levy the relevant cancellation charges.

### 12 - Complaints

If a Client notifies the Operator that it is dissatisfied with any aspect of any Tour, the Operator should notify the Company of this as soon as possible (and in any event within 14 days of the departure date). The Company will not correspond directly with any Client save that, if a Client raises a complaint with the Company during a Tour, the Company will endeavour to deal with this and will promptly notify the Operator, with a view to agreeing how to proceed. The Company cannot accept liability for any complaint not raised within such 14 day period and the Operator should advise the Client of this accordingly.

### 13 - Termination and Consequences of Termination

13.1 These Conditions shall govern all Bookings made by the Operator.

13.2 In the event of termination of the business relationship between the Company and the Operator: (i) all sums owed by either party to the other shall be immediately due and payable; (ii) both the Company

and the Operator shall continue to honour any Bookings confirmed prior to the date of termination, provided that full payment is received by the Company (which Bookings will be performed on the basis of these Conditions); and (iii) all rights granted to the Operator to use the Brand and/or any other intellectual property of the Company shall immediately terminate.

## **14 - Data Protection**

14.1 If any personal data or personal information of Clients is passed by the Operator to the Company, the Operator shall be responsible for ensuring that it holds all necessary consents under applicable legislation to enable it to do so. The Operator shall hold, and deal with, such data or information strictly in accordance with all applicable data protection laws in force from time to time and agrees to indemnify the Company against any loss or damage suffered by the Company as a result of the Operator's failure to do so.

14.2 The Company will process any personal data received from the Operator in accordance with our Privacy Policy (available from <https://www.rabbies.com/en/info/about-us/privacy-cookies> ) and all applicable data protection laws in force from time to time.

## **15 - Force Majeure**

Unless expressly stated otherwise, the Company will have no liability to the Operator or to any third party if it is prevented from fulfilling its obligations due to any event which is outwith the Company's control (and/or outwith the control of the supplier or service provider in question). Such events include (but are not limited to) war; terrorist activity; civil commotion; any actions of a governmental or public authority; industrial disputes; default of suppliers or sub-contractors; collapse of buildings, fire, explosion or accident; traffic/road conditions or road closures; technical or mechanical or electrical breakdown; adverse weather conditions; sickness; natural disasters and all similar events or circumstances.

## **16 - Confidentiality**

16.1 Neither party shall: (i) disclose to any person any confidential information concerning the business, affairs, finances, policies, clients or suppliers of the other party, except as permitted by Condition 16.2; or (ii) use the other's confidential information for any purpose other than to carry out its obligations under these Conditions.

16.2 Each party may disclose the other party's confidential information: (i) to its employees, officers or representatives who need to know the same in order to carry out the party's obligations under these Conditions, (provided that the disclosing party ensures that such employees, officers and representatives comply with this Condition 16); and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

## **17 - Notices**

17.1 Any notice given under these Conditions shall be in writing and: (i) delivered personally, or sent by prepaid first class post, recorded delivery or registered air mail to the registered office (or principal place of business if not a company) of the relevant party (or such other address as is notified by the relevant party to the other); or (ii) sent by email to the email address provided by the other party for such purpose (provided that the subject heading of the email identifies the contents as a notice under these Conditions).

17.2 A notice is deemed to have been received: (i) if delivered personally, at the time of delivery; (ii) in the case of pre-paid first class post or recorded delivery, at 9a.m. on the second business day after posting; (iii) in the case of registered airmail, at 9a.m. on the fifth business day after posting; or (iv) in the case of email, upon sending (provided that no delivery failure or error message is received by the sender).

## **18 - General**

18.1 Neither party can assign or transfer its rights or obligations under these Conditions without the prior written consent of the other party.

18.2 No variation of these Conditions shall be effective unless it is in writing and signed by the Company.

18.3 A waiver of any right under these Conditions is only effective if it is in writing, and it applies only to the circumstances for which it is given. No waiver shall be implied by taking or failing to take any action.

18.4 If any provision (or part of a provision) of these Conditions is found to be invalid, unenforceable or illegal, the other provisions shall remain in force.

18.5 Nothing in these Conditions is intended to, or shall be deemed to establish any partnership or joint venture between the parties nor constitute either party the agent of the other.

18.6 In the event of any conflict between these Conditions and any Special Conditions, the Special Conditions will take precedence.

### **19 - Governing Law and Jurisdiction**

These Conditions shall be governed by and construed in accordance with Scots law and the parties submit to the exclusive jurisdiction of the Scottish Courts.