



G-Cloud15 - Business Terms and Conditions

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TERMS AND CONDITIONS

1. Application

- 1.1 These Terms and Conditions shall apply to the provision of Services by COHESION to the Customer.
- 1.2 In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Customer or otherwise), the former shall prevail unless expressly otherwise agreed by the Provider in writing.

2. Definitions and Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreement”	means any agreements entered into between COHESION and a Customer to which these standard Terms and Conditions apply;
“Business Day”	means 9am to 5pm on any day other than Saturday or Sunday or UK public holiday;
“Commencement Date”	means the commencement date for these Terms and Conditions as set out in the Solutions Specification documentation to these Terms and Conditions;
“Confidential Information”	means all confidential information, whether or not marked as confidential, (however and whenever recorded, preserved or disclosed) relating to the Disclosing Party provided by the Disclosing Party to the Receiving Party, including any information that would be regarded as confidential relating to the business, affairs, product information, technical information, financial dealings, client or supplier information, know-how, proprietary rights, designs, processes of production and technology, trade secrets and software and market opportunities but excludes information that: • the Receiving party already controlled, lawfully possessed or developed prior to receipt from the Disclosing Party; or • is or becomes generally available to the public other than as a result of its disclosure in breach of this Agreement or any other undertaking of confidentiality; or • the Receiving party lawfully receives without confidentiality obligations from a third party who is not bound by confidentiality or otherwise prohibited from disclosing such information.
“Customer”	means the individual, business, or other organisation with whom the provider contracts

“Data Protection Legislation”	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
“Provider”	COHESION Medical Limited, a company registered in in United Kingdom under number SC428416 whose registered office is at The HUB, 70 Pacific Quay, Glasgow G51 1DZ
“Services”	means the services to be provided by COHESION to the Customer as set out in the Solutions Specification documentation.
“Equipment”	means the Equipment listed in the Equipment Schedule and shall include all updated or replacement parts and any additional equipment supplied by the Provider;
“Fees”	means any and all sums payable by the Customer to COHESION arising out of the performance of COHESION’s obligations under these Terms and Conditions;
“Software”	means any and all programs, applications, instructions or similar that may from time to time be available from the Customer’s information and communications technology; and
“Working Hours”	means the normal working hours of COHESION which are 09:00 to 17:00 Monday to Friday.

2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 2.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 2.2.2 a “Statute” or a “Provision of a Statute” is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 2.2.3 these “Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
- 2.2.4 a “Schedule” is a schedule to these Terms and Conditions;
- 2.2.5 a “Clause” or a “Paragraph” is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
- 2.2.6 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

- 2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 2.4 Words imparting the singular number shall include the plural and vice versa.
- 2.5 References to any gender shall include any other gender.

3. COHESION's Obligations

- 3.1 With effect from the Commencement Date until any termination under Clause 8 COHESION shall, in consideration of the Fees being paid in accordance with the terms of payment, provide the Services expressly identified in the Solutions Specification (or Statement of Work) documentation, or otherwise agreed under these Terms and Conditions.
- 3.2 COHESION will use reasonable care and skill to perform the Services identified in the Solutions Specification documentation or otherwise agreed under these Terms and Conditions.
- 3.3 COHESION will, subject to Clause 4, use reasonable endeavours to maintain the functionality of any Software which may be installed or otherwise operative on or from the Customer's Equipment and undertakes to remediate any situation where the Software becomes inoperable or unavailable due to failure of hardware used by COHESION in the provision of the solution, and to render such technical assistance as may be necessary to secure the satisfactory operation of the Equipment and Software.
- 3.4 COHESION shall use reasonable endeavours to make the Services available 24 hours a day except for:
 - 3.4.1 planned maintenance carried out outside normal business hours
 - 3.4.2 unscheduled maintenance performed outside normal business hours, provided that COHESION has used reasonable endeavours to give the Customer reasonable advance notice.
- 3.5 COHESION will provide the Customer with their standard customer support services during normal business hours in accordance with the Solutions Specification documentation. The Customer may purchase enhanced support services separately at the provider's current rates.
- 3.6 COHESION does not warrant that:
 - 3.6.1 the Customer's use of the Services will be uninterrupted or error-free or
 - 3.6.2 that the services, documentation and/or the information obtained by the Customer through these Services will meet the Customer requirements or
 - 3.6.3 the Software or the Services will be free from vulnerabilities.
- 3.7 Upon receipt of the Customer's request for support or rectification of a defect, COHESION shall (subject to its then current commitments) normally begin work on such support or defect not later than specified in the Service Level Agreement and shall carry out all Services as specified in Solutions Specification documentation during Working Hours until all required work is completed to the reasonable satisfaction of the Customer.

Where the provider reasonably considers that it is necessary to suspend the provision of any Service or any part of Service (including, without limitation, the provision of the Service to a particular site of the Customer) for the purposes of carrying out amendment, variation, change, repair, maintenance or improvement of

or to any Service or Software. COHESION shall use its reasonable endeavours to ensure that the Customer receives reasonable notice of any such work. During the continuance of any such work, COHESION shall continue to provide the Services in accordance with any applicable Service Level Agreement.

- 3.8 COHESION will not guarantee the performance of any Software which the Provider has undertaken to re-install under sub-Clause 3.3.
- 3.9 COHESION shall use all reasonable endeavours to complete its obligations under the Solutions Specification documentation.. The Parties agree that time will not be of the essence in the performance of these obligations.
- 3.10 COHESION will not be liable for any breach, non-performance or delay of performance of its obligations under this Agreement to the extent the provider is unable to comply with or perform the same because of (whether directly or indirectly) the Customer's delay in performance, breach of this Agreement and/or neglect acts and/or omissions.
- 3.11 COHESION shall provide the Services on a non-exclusive basis.
- 3.12 COHESION may suspend the provision of any service (or part of any service) without liability to the Customer where there is (or COHESION reasonably suspects there is):
 - 3.12.1 any unauthorised access to the Customer's network which may result in unauthorised access to COHESION's network, the suspension to last until such time as that unauthorised access ceases or is demonstrated by the Customer not to have occurred) and /or
 - 3.12.2 any breach by the Customer of any of its obligations under Clause 4.The Customer shall remain liable to pay the Charges for all Services during any period of suspension pursuant to this clause 3.12.
- 3.13 COHESION reserves the right to suspend or vary any Service (or part of a Service and whether generally or in respect of the Customer only) where it is required to do so by law, or at the direction of any court or governmental or other regulatory body, or as a result of the loss or revocation of any licence which COHESION requires to provide that Service. During the period of suspension the Charges for the suspended Service (or part thereof) will not be payable unless the suspension arises as a consequence of an act or omission of the Customer, its employees or agents or persons authorised by it to use the service.

4. Customer's Obligations

- 4.1 The Customer shall:
 - 4.1.1 allow COHESION staff access to all relevant Equipment and Software for investigation purposes;
 - 4.1.2 provide adequate working space and facilities for COHESION staff if they are at the Customer's premises; and
 - 4.1.3 co-operate with COHESION staff in the diagnosis of any defect or malfunction in the Equipment or Software.
- 4.2 The Customer shall allow COHESION the use of any Equipment, computer systems, peripherals or other hardware necessary to enable it to provide the Services and shall be responsible for procuring, installing and maintaining all communications media not supplied by the Provider.

- 4.3 The Customer will not allow any changes or modifications to the Software to be made by any party other than those changes or modifications authorised by, and notified to, COHESION. If such changes or modifications are carried out without such authorisation and appropriate notification, COHESION reserves the right to review these Terms and Conditions and make adjustments accordingly.
- 4.4 The Customer will make freely available to COHESION all documentation associated with any Equipment used as part of the solution for the efficient maintenance of the Equipment and the Software.
- 4.5 The Customer shall take all reasonable precautions to ensure the safety and health of COHESION's personnel while such personnel are at the Customer's premises.

5. Price

- 5.1 The Customer agrees to pay the Fees in accordance with Clause 6 and the Specification of Services Schedule.
- 5.2 COHESION shall be entitled to recover from the Customer its reasonable incidental expenses for materials used and for third party goods and services supplied in connection with the provision of the Services.
- 5.3 The Customer shall pay COHESION for any additional services provided by COHESION that are not specified in the Specification of Services Schedule in accordance with COHESION's standard day rate in effect at the time of the performance or such other rate as may be agreed. Any such charge for additional services shall be invoiced separately from any Fees due under the Specification of Services Schedule.
- 5.4 All sums payable by either Party pursuant to these Terms and Conditions are exclusive of any value added or other tax or other taxes on profit, for which that Party shall be additionally liable.
- 5.5 If any sum due to in terms of this Agreement is not paid on the due date for payment, Interest shall be payable on that sum from the due date until paid in full, together with all reasonable costs and expenses incurred by COHESION in relation to any recovery procedures. All payments in terms of this Agreement shall be made in British Pounds.

6. Payment

- 6.1 All payments required to be made pursuant to these Terms and Conditions by either Party shall be made within thirty days of the date of the relevant invoice, without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.
- 6.2 The time of payment shall be of the essence of these terms and conditions. If the Customer fails to make any payment on the due date in respect of any sum due under these Terms and Conditions then the Provider shall have the right to charge the Customer interest on any sum outstanding at the rate of 5% above the base rate of Starling Bank PLC from the due date for payment until the date on which the payment is received.

7. Variation and Amendments

- 7.1 If the Customer wishes to vary any details of the Specification of Services Schedule it must notify the Provider in writing as soon as is reasonably possible. The Provider shall use all reasonable endeavours to make any required changes and any additional costs thereby incurred shall be separately invoiced to the Customer.
- 7.2 If, due to circumstances beyond the Provider's control, it has to make any change in the arrangements relating to the provision of the Services it shall notify the Customer forthwith. The Provider shall endeavour to keep such changes to a minimum and shall seek to offer the Customer arrangements as close to the original arrangements as is reasonably possible in the circumstances.

8. Termination

- 8.1 The Provider may terminate the Agreement forthwith if:
 - 8.1.1 the Customer is in breach of any of its obligations hereunder;
 - 8.1.2 the Customer has entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with its creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of its undertaking or assets;
 - 8.1.3 the Customer has become bankrupt or shall be deemed unable to pay its debts by virtue of Section 123 of the Insolvency Act 1986;
 - 8.1.4 the Customer ceases or threatens to cease to carry on business; or
 - 8.1.5 the Provider is delayed in performing or fails to perform any of the Provider's obligations due to any cause beyond the Provider's reasonable control in circumstances where, having proper regard to the nature and extent of the actual or likely future disruption to the Services due to that cause, it considers that it cannot effectively provide, or any longer provide, the Services.
- 8.2 In the event of termination under clause 8.1 the Provider shall retain any sums already paid to it by the Customer without prejudice to any other rights that either party may have whether at law or otherwise.

9. Limitation of Liability

- 9.1 Neither party seeks to limit or exclude its liability for death or personal injury caused by negligence nor in respect of fraud or fraudulent misrepresentation and no provision of the Contract shall be interpreted as attempting to exclude or limit such liability.
- 9.2 COHESION shall have no liability to the Customer in respect of any failure or delay by it to provide the Services in accordance with the Contract where such failure or delay is attributable to any failure or delay by the Customer to comply with its obligations under the Contract.
- 9.3 The Customer shall indemnify COHESION against all damages, costs, claims and expenses suffered by COHESION arising from loss or damage to any equipment (including that of third parties) caused by the Customer, or its agents or employees.
- 9.4 COHESION will indemnify the Customer for personal injury or death caused by

COHESION negligence in connection with the performance by the Service Provider of the Services.

- 9.5 COHESION will indemnify the Customer for direct damage to tangible property caused by COHESION's negligence in connection with the performance of the Services. COHESION total liability under this sub-Clause shall be limited to £10,000,000 for any one event or series of connected events.
- 9.6 In no event will COHESION be liable by reason of any breach by it of any of these Terms and Conditions or breach by it of any implied warranty, condition or other term of the Agreement, or any negligent or innocent misrepresentation, or any negligence or other duty at common law, for any:
 - 9.6.1 loss of or damage to data;
 - 9.6.2 loss of use of data;
 - 9.6.3 loss of use of any hardware or software;
 - 9.6.4 interruption to business;
 - 9.6.5 loss of income or revenue;
 - 9.6.6 loss of profit, contracts, business, business opportunity, or goodwill;
 - 9.6.7 loss of anticipated savings; or
 - 9.6.8 any indirect, special or consequential loss, damage, costs, expenses or other claims, whether or not the same were reasonably foreseeable or actually foreseen arising from any act or omission of COHESION in connection with the performance of its obligations under the Agreement.
- 9.7 Except as provided above in the case of personal injury, death and damage to tangible property, and below as to fraud or fraudulent misrepresentation, the Provider's maximum liability to the Customer under the Agreement or otherwise for any cause whatsoever (whether in the form of the additional cost of remedial services or otherwise) will be limited to a sum equivalent to the price paid up until the point of claim to the Provider for the Services that are the subject of the Customer's claim, plus damages limited to 25% of the same amount for any additional costs directly, reasonably and necessarily incurred by the Customer in obtaining alternative products and/or services
- 9.8 The Parties acknowledge and agree that the limitations contained in this Clause 9 are reasonable in the light of all the circumstances.
- 9.9 These limitations shall apply cumulatively, and shall apply regardless of the form of action, whether under statute, in contract or tort, including negligence, or any other form of action.
- 9.10 Nothing in these Terms and Conditions is intended to or will exclude or limit the Provider's liability for death or personal injury caused by the Provider's negligence, or for fraud or fraudulent misrepresentation by the Provider.
- 9.11 For the purposes of this clause, the 'Provider' includes its employees, sub-contractors and suppliers.
- 9.12 The employees, sub-contractors and suppliers of the Provider shall all have the benefit of the limits and exclusions of liability set out above in terms of the Contracts (Rights of Third Parties) Act 1999.

10. Confidentiality

- 10.1 During the term of the Agreement and after termination of the Agreement for any reason for a period of 1 year starting on date of contract signing, the following obligations shall apply to the Party disclosing Confidential Information ('the Disclosing Party') to the other Party ('the Receiving Party').
- 10.2 Subject to sub-Clause 10.3, the Receiving Party:
 - 10.2.1 may not use any Confidential Information of the Disclosing Party for any purpose other than the performance of its obligations under the Agreement;
 - 10.2.2 may not disclose any Confidential Information of the Disclosing Party to any person except with the prior written consent of the Disclosing Party; and
 - 10.2.3 shall make every effort to prevent the use or disclosure of the Confidential Information of the Disclosing Party.
- 10.3 The obligations of confidence referred to in the provisions of this Clause shall not apply to any Confidential Information of the Disclosing Party that:
 - 10.3.1 is in the possession of and is at the free disposal of the Receiving Party or is published or is otherwise in the public domain before its receipt by the Receiving Party;
 - 10.3.2 is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party;
 - 10.3.3 is required to be disclosed by any applicable law or regulation;
 - 10.3.4 is received in good faith by the Receiving Party from a third party who, on reasonable enquiry by the Receiving Party claims to have no obligations of confidence to the Disclosing Party in respect of it and who imposes no obligations of confidence upon the Receiving Party.
- 10.4 Without prejudice to any other rights or remedies the Disclosing Party may have, the Receiving Party acknowledges and agrees that in the event of breach of this clause the Disclosing Party shall, without proof of special damage, be entitled to an injunction or other equitable remedy for any threatened or actual breach of the provisions of this clause in addition to any damages or other remedies to which it may be entitled.
- 10.5 The obligations of the Parties under the provisions of this clause shall survive the expiry or the termination of the Agreement for whatever reason.

11. Data Protection

- 11.1 The Provider will only use personal information as set out in the Provider's Privacy Notice available for download on www.cohesionmedical.com.

12. Data Processing

- 12.1 In this Clause 12 and in the Agreement, "personal data", "data subject", "data controller", "data processor", and "personal data breach" shall have the meaning defined in Article 4 of the UK GDPR.
- 12.2 All personal data to be processed by the Provider on behalf of the Customer, subject to these Terms and Conditions and/or the Agreement, shall be processed in accordance with the terms of a Data Processing Agreement into which the Parties shall enter before any personal data is processed.
- 12.3 Both Parties shall comply with all applicable data protection requirements set out in the Data Protection Legislation. Neither this Clause 12 nor the Agreement shall relieve either Party of any obligations set out in the Data Protection Legislation and shall not remove or replace any of those obligations.
- 12.4 For the purposes of the Data Protection Legislation and for this Clause 12 and the Agreement, the Provider is the "Data Processor" and the Customer is the "Data Controller".
- 12.5 The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing shall be set out in a Schedule to the Agreement.
- 12.6 The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in these Terms and Conditions.
- 12.7 The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under these Terms and Conditions:
- 12.7.1 Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law.
- 12.7.2 Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken shall be agreed between the Data Controller and the Data Processor and set out in the Schedule to the Agreement.
- 12.7.3 Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential; and
- 12.7.4 Not transfer any personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:
- 12.7.4.1 The Data Controller and/or the Data Processor has/have

- provided suitable safeguards for the transfer of personal data;
 - 12.7.4.2 Affected data subjects have enforceable rights and effective legal remedies;
 - 12.7.4.3 The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
 - 12.7.4.4 The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.
- 12.7.5 Assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);
- 12.7.6 Notify the Data Controller without undue delay of a personal data breach;
- 12.7.8 On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of the Agreement unless it is required to retain any of the personal data by law; and
- 12.7.9 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 12 and the Agreement and to allow for audits by the Data Controller and/or any party designated by the Data Controller.
- 12.8 The Data Processor shall not sub-contract any of its obligations to a sub-contractor with respect to the processing of personal data under this Clause 12 and the Agreement without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). In the event that the Data Processor appoints a sub-contractor, the Data Processor shall:
 - 12.8.1 Enter into a written agreement with the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor by this Clause 12 and the Agreement and which shall permit both the Data Processor and the Data Controller to enforce those obligations; and
 - 12.8.2 Ensure that the sub-contractor complies fully with its obligations under that agreement and the Data Protection Legislation.
- 12.9 Either Party may, at any time, and on at least 30 calendar days' notice, alter the data protection provisions of the Agreement, replacing them with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply when replaced by attachment to the Agreement.

13. Subcontracting and Assignment

- 13.1 Subject to the provisions of Clause 12, the Provider may subcontract to third parties all or any part of the Services to be carried out under the Agreement.
- 13.2 The Customer shall not assign to a third party any or all of its rights or obligations under the Agreement without the prior written consent of the Provider.

14. Force Majeure

- 14.1 Neither Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, denial of service attack, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

15. Waiver

- 15.1 No waiver by the Provider of any breach of these Terms and Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition of these Terms and Conditions shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which any waiver is given.
- 15.2 No failure or delay on the part of any Party in exercising any right, power or privilege under these Terms and Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of or the exercise of any other right, power or privilege.

16. Severance

- 16.1 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

17. Notices

- 17.1 All notices under these Terms and Conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice. Notices shall be deemed to have been duly given:
 - 17.1.1 when delivered, if delivered by courier or other messenger (including recorded delivery mail) during normal business hours of the recipient; or
 - 17.1.2 when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or

17.1.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

17.1.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

in each case addressed to the most recent address or e-mail address notified to the other Party.

17.2 Service of any document for the purposes of any legal proceedings concerning or arising out of the Agreement shall be effected by either Party by causing such document to be delivered to the other Party at its registered or principal office, or to such other address as may be notified to one Party by the other Party in writing from time to time.

18. Dispute Resolution (ADR and Arbitration)

18.1 The parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

18.2 If negotiations under sub-Clause 18.1 do not resolve the matter within 21 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (“ADR”) procedure.

18.3 If the ADR procedure under sub-Clause 18.2 does not resolve the matter within 28 days of the initiation of that procedure, or if either party will not participate in the ADR procedure, the dispute may be referred to arbitration by either party.

18.4 The seat of the arbitration under sub-Clause 18.3 shall be Scotland. The arbitration shall be governed by the Arbitration (Scotland) Act 2010 and Rules for Arbitration as agreed between the parties. In the event that the parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either party may, upon giving written notice to the other party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.

18.5 Nothing in this Clause 18 shall prohibit either party or its affiliates from applying to a court for interim injunctive relief.

18.6 The parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 18 shall be final and binding on both parties.

19. Law and Jurisdiction

19.1 The Agreement shall be governed by the laws of Scotland. Any dispute between the Parties relating to the Agreement shall fall within the exclusive jurisdiction of the courts of Scotland.