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## TERMS AND CONDITIONS FOR THE HIRE OF EQUIPMENT AND THE PROVISION OF SERVICES

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### 1. Definitions and Interpretation

1.1 Certain words and expressions used in, and the principles of interpretation applicable to, these Terms and Conditions are defined or set out in this Clause 1 and if there is a conflict or inconsistency between any provision contained in these Terms and Conditions and any provision contained in an Order, except where stated as contrary in the latter, these Terms and Conditions prevail to the extent of the conflict or inconsistency.

1.2 In these Terms and Conditions, the following definitions apply:

<b>Business Day</b>	means a day other than a Saturday or Sunday or public holiday when the banks are open for business;
<b>Client</b>	means any third party which the Customer intends to be the end user of the Equipment or Services acquired by the Customer pursuant to these Terms and Conditions;
<b>Consequential Loss</b>	means indirect losses and/or loss of production, loss of product, loss of use, loss of revenue, loss of profit and/or loss of anticipated profit (except for loss of revenue, loss of profit or anticipated profit under the Contract in relation to the Equipment suffered by NSPS and whether or not any of such losses were foreseeable at the time of entering the Contract);
<b>Contract</b>	means the contract between NSPS and the Customer comprised of the Order and these Terms and Conditions;
<b>Customer</b>	means the person, firm or company who is renting or agrees to rent the Equipment or who requests and/or receives the Services;
<b>Customer Group</b>	means the Customer, any subsidiary or holding company from time to time of the Customer, any subsidiary from time to time of any holding company of the Customer, any Client and its and their contractors, sub-contractors or other third party suppliers and 'member of the Customer Group' shall be construed accordingly;
<b>Data Protection Legislation</b>	means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy;



<b>Equipment</b>	means any apparatus, material or equipment (including all accessories supplied either as part of a kit or as standard with the main unit) as described in NSPS' specification list;
<b>Fees</b>	means the Rental Fees and the Services Fee
<b>Force Majeure Event</b>	has the meaning set out in Clause 12.1;
<b>NSPS</b>	means North Sea Power Solutions Ltd, a company registered in Scotland (company number SC433495) and having its registered address at 1 Glenview Gardens, Westhill, Aberdeenshire, AB32 6RT and its main trading address at Unit 10, Clinterty Business Park, Kinellar, Aberdeen, AB21 0TZ;
<b>Order</b>	means the Customer's order for the Equipment and Services, as set out in the Customer's purchase order form or the Customer's written acceptance of NSPS' quotation, as the case may be;
<b>Party</b>	means each of the Customer and NSPS as the context requires and <b>Parties</b> shall mean both of them collectively;
<b>Premises</b>	means the Company's premises where the Equipment will be used for the Rental Period and/or the Services performed or such other place as the Customer may notify to NSPS in writing;
<b>Rental</b>	means the rental of the Equipment by the Customer subject to the Contract;
<b>Rental Fees</b>	means the sum payable by the Customer for the Rental as determined pursuant to Clause 4 of the Terms and Conditions or as may be set out in the Order;
<b>Rental Period</b>	means the period of time the Equipment is held by the Customer in accordance with Clause 3 of these Terms and Conditions;
<b>Scope of Services</b>	means the description or specification of the Services as set out in the Order;
<b>Services</b>	means any services performed or to be performed by NSPS in support of the Rental;



**Services Fee** means the sum payable by the Customer for the Services as determined pursuant to Clause 4 of the Terms and Conditions or as may be set out in the Order; and

**Terms and Conditions** means these terms and conditions set out in this document and any special terms and conditions agreed to, in writing, by NSPS.

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

1.3.1 “writing”, and any similar expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.3.2 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;

1.3.3 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and

1.3.4 any reference to ‘includes’ or ‘including’ shall mean ‘includes or including without limitation

1.4 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.

1.5 Words imparting the singular number shall include the plural and vice versa.

1.6 References to any gender shall include the other gender.

## 2. **Acceptance**

2.1 The Terms and Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, customer, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to rent the Equipment or request the Services in accordance with these Terms and Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

2.3 The Order shall only be deemed to be accepted when NSPS issues a written acceptance of the Order at which point the Contract shall come into existence. For the avoidance of doubt, no terms or conditions endorsed upon, delivered with or contained in the Order or other documentation will form part of the Contract.

2.4 The Contract constitutes the entire agreement between the Parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of NSPS which is not set out in the Contract.

2.5 Any samples, drawings, descriptive matter or advertising produced by NSPS and any descriptions or illustrations contained in NSPS’ catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Equipment described in



them. They shall not form part of the Contract nor shall they have any contractual force.

- 2.6 Fitness for use is for the Customer to determine, no performance objective is expressed or implied by NSPS. The Equipment may appear to offer comparable or similar specification to other products but will not necessarily perform identically.
- 2.7 A quotation for the Equipment given by NSPS shall not constitute an offer unless verified by the Customer by providing acknowledgement and acceptance in writing of such quotation. A quotation shall only remain valid for a period of thirty (30) days from its date of issue and any response to a quotation by the Customer thereafter shall be subject to availability of Equipment and NSPS' discretion.

### 3. **Rental Term**

- 3.1 The Rental Period shall be for a defined period as set out in the Order. The Rental Period may be extended by mutual written agreement of both Parties and the Rental Fees set out in the Contract shall apply to any extended Rental Period.
- 3.2 The Rental Period commences on the day the Equipment leaves NSPS' premises. The Customer is responsible for collection of the Equipment in accordance with Clause 5 of these Terms and Conditions.
- 3.3 Notwithstanding any date specified in the Order for the return of the Equipment, the Rental Period shall continue until possession of the Equipment is received back with NSPS. It is the responsibility of the Customer to obtain from NSPS or its authorised representative written acknowledgement of receipt of the Equipment which shall alone constitute evidence of the return of the Equipment to NSPS.
- 3.4 NSPS reserves the right to recall the Equipment immediately at any time. In the event that NSPS exercises this right the Customer will be reimbursed for any and all days remaining in the Rental Period or will be issued immediately with replacement Equipment of the same type or of the closest type thereto at no additional cost. If the Equipment is not returned to NSPS on request, the Customer shall be deemed to have authorised NSPS to enter the Premises and use any means necessary to recover the Equipment. The Customer shall be charged for any costs associated with such recovery.
- 3.5 Unless agreed otherwise in writing, the Rental Period shall continue as set out in the Contract (and Rental Fees shall remain due) during any period in which the Equipment has broken down, is damaged or is otherwise unused.
- 3.6 If the Rental Period has not been extended in writing, and the Customer does not return the Equipment on the agreed date for the end of the Rental Period, the Customer will continue to be charged the Rental Fees until the Equipment is back in the possession of NSPS. NSPS reserves the right, and the Customer shall have been deemed to grant NSPS the authority, to enter the Premises and use any means necessary to recover any Equipment which has not been returned at the end of an agreed Rental Period. The Customer shall be charged for any costs associated with such recovery.



#### **4. Fees and Payment**

- 4.1 The Rental Fees will be determined by reference to the length of the Rental Period, the type and quantity of Equipment, and any additional items which may be included in the Rental. The Rental Fees will be agreed between the Parties and set out in the Contract before the Rental Period commences.
- 4.2 In addition to the Services Fee the Customer shall provide any applicable travel (including offshore travel), accommodation, meals, and visa arrangements as may be required to allow performance of the Services or shall reimburse NSPS for the costs of the same plus ten (10%) percent.
- 4.3 Payment of the Fees shall be made in full 30 days from the date of invoice, and in any event prior to the commencement of the Rental Period and/or performance of the Services.
- 4.4 Any additional amounts due (including additional Rental Fees arising from late return of Equipment, recoverable costs and expenses or any other sums due from the Customer) shall be payable immediately from the date of invoice.
- 4.5 In the event of late payment, the Customer shall pay, in addition to the original amount due, a late fee of the greater of 1.5% per month (18% annually) or subject to the maximum rate allowed by law on all such overdue amounts together with any legal fees and court costs incurred in connection with collection of such overdue amount.
- 4.6 All amounts due to NSPS under the Contract shall be paid in full without any set-off, deduction or withholding.

#### **5. Collection, Condition of Equipment and Return**

- 5.1 The Customer shall collect, or arrange for the collection of, the Equipment from NSPS at the start of the Rental Period. The Customer may only collect the Equipment once the Contract has been entered into and the Rental Fees have been paid.
- 5.2 It is the responsibility of the Customer to satisfy himself that upon receipt of the Equipment it is in good working order and undamaged condition. NSPS will not be responsible for any defects or deficiencies in the Equipment unless notified in writing of such defects or deficiencies within twenty four (24) hours of commencement of the Rental Period. If no notification is received, the Customer shall be deemed to have accepted the Equipment.
- 5.3 In the event that the Customer discovers any damage (pre-existing) or fault with the Equipment during the Rental Period, the Customer should inform NSPS as soon as is reasonably possible. NSPS will, at its sole discretion, either provide a suitable replacement or, if a repair is possible, NSPS will repair the Equipment (or have it repaired). If NSPS is unable to replace or repair the Equipment (or have it repaired), NSPS will offer the Customer a refund equal to the remaining, unused part of the Rental Period. Any refund due to the Customer will be made as soon as is reasonably possible, and in any event within 14 Business Days of the date on which NSPS agrees that the Customer is entitled to a refund.
- 5.4 At the end of the Rental Period, on the agreed date, the Customer shall return the Equipment to the Premises.



5.5 Notwithstanding NSPS' obligations in Clause 5.3, in the event that the Equipment experiences any fault during the Rental Period due to any pre-existing defect, NSPS' liability shall be limited to the costs of repair or replacement, including parts and labour, to return the Equipment to full working order or provide a refund in accordance with Clause 5.3.

5.6 NSPS shall not be obligated to bear the costs of Customer's labour or standby time in connection to any such repair or replacement of Equipment in accordance with this Clause 5, nor any costs related to the delay of any of the Customer's projects.

## 6. Use and Care of the Equipment

6.1 The Customer may only use the Equipment for the normal purpose for which it is intended.

6.2 All Equipment must be used in accordance with any and all operation and safety instructions or similar documentation provided.

6.3 The Customer may not make any alterations or adjustments to the Equipment beyond those that are already possible within the range of adjustments specific to a given item of Equipment.

6.4 The Customer may only affix or connect other items to the Equipment where such affixation does not exceed the design limitations of the Equipment and is not likely to damage it in any way.

6.5 The Customer shall at all times treat the Equipment with a reasonable level of care and shall ensure that it is kept clean, subject always to reasonable levels of wear and tear.

6.6 All Equipment which uses consumables of whatever nature must only be used with official consumables (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) or such other products as authorised by NSPS.

6.7 All Equipment which requires fuel or oil must only be used with the types specified by the manufacturer of that particular piece of equipment or such other type as authorised by NSPS.

6.8 All electrical equipment must only be used with the voltage specific to that piece of Equipment.

6.9 The Customer shall ensure that no unauthorised transfers or diversions of the Equipment occurs and shall not allow the Equipment to be transferred to countries prohibited by the laws of the United Kingdom or the United States of America without prior written consent of NSPS.

## 7. Maintenance

7.1 NSPS shall maintain the Equipment to the standards specified by the relevant manufacturers. Only official parts (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) shall be used for maintenance and repair work. All Equipment will be fully inspected, cleaned and (where necessary) maintained prior to the commencement of any Rental Period.

7.2 The Customer shall not attempt to make any repairs to the Equipment without the prior written consent of NSPS. Where any repairs are required, NSPS shall have the



option, at its sole discretion, of replacing the Equipment, repairing the Equipment itself or granting the Customer permission to make the necessary repairs. Other than as set out in Clause 5, the cost of such replacement or repairs shall be borne by the Customer.

- 7.3 If parts require replacement during the Rental Period NSPS shall have the option, at its sole discretion, of supplying such parts to the Customer or supplying replacement Equipment or a suitable substitute (that is, Equipment capable of performing the same tasks as that which it replaces).
- 7.4 The Customer shall notify NSPS of any loss of or damage to any Equipment within forty eight (48) hours of such loss or damage being sustained.
- 7.5 The Customer shall pay NSPS the full cost of repairing any Equipment that is damaged as a result of any action or inaction of the Customer Group. Where any Equipment is lost or any damaged Equipment is, in the sole opinion of NSPS, uneconomic to repair, the Customer shall be liable to replace the Equipment with new equipment of the same or similar specification to that Equipment which has been lost or damaged.

## 8. Insurance

- 8.1 During the Rental Period the Customer shall, at its own expense, provide and maintain the following insurances:
  - 8.1.1 insurance of the Equipment against loss by all risks or physical loss or damage by fire, theft or accident, in an amount equal to the full replacement value;
  - 8.1.2 insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as NSPS may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and howsoever arising in connection with the Equipment; and
  - 8.1.3 insurance against such other or further risks relating to the Equipment as may be required by law, together with such insurance as NSPS may from time to time consider reasonably necessary and advise to the Customer.
- 8.2 All insurance policies provided procured by the Customer shall be endorsed to provide NSPS with at least twenty (20) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon NSPS' request name NSPS on the policies as a loss payee in relation to any claim relating to the Equipment. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 8.3 The Customer shall give immediate notice to NSPS in the event of any breakdown, loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.



8.4 The Customer shall, upon request of NSPS, provide NSPS with certificates of insurance evidencing the coverage required at Clause 8.1. If the Customer fails to place or maintain insurances or provide satisfactory evidence thereof, NSPS may refuse to provide (or continue providing) the Equipment. If the Customer is self-insured it shall furnish, upon request, written evidence of such fact to the satisfaction of NSPS. The provision of insurance required herein does not relieve the Customer of any responsibilities or obligations outlined in the Contract for which the Customer may be liable by law or otherwise.

## 9. **Liability and Mutual Hold Harmless**

9.1 Without prejudice to Clause 9.10, NSPS' maximum liability for breach of the Contract and any other losses arising under or in connection with the Contract (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, delict (including negligence), misrepresentation or otherwise, shall in no circumstances exceed:

9.1.1 for claims relating to breakdown of the Equipment, the costs referred to in Clause 5.5; and

9.1.2 in the case of any other claims, an amount equal to any Rental Fees received by NSPS during the period of the relevant breach.

9.2 These Terms and Conditions set forth the full extent of NSPS' obligations and liabilities in respect of the Rental. In particular there are no conditions, warranties, or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on NSPS except as specifically stated in these Terms and Conditions. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within the Contract, whether by statute, common law or otherwise, is expressly excluded.

9.3 The Customer shall be responsible for and save, indemnify, defend and hold harmless NSPS from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

9.3.1 loss of or damage to the Equipment or the property of the Customer Group or any member of the Customer Group, whether owned, hired, leased or otherwise provided by the Customer or any other member of the Customer Group, arising from, relating to or in connection with the performance or non-performance of the Contract; and

9.3.2 personal injury including death of or injury or disease to, any person employed by the Customer or any other member of the Customer Group, arising from, relating to or in connection with the performance or non-performance of the Contract; and





- 9.3.3 Subject to any other express provisions of the Contract, personal injury including death, or injury or disease to, any persons employed by any third party or loss of or damage to the property of any third party, to the extent such personal injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Customer or any other member of the Customer Group.
- 9.4 NSPS shall be responsible for and save, indemnify, defend and hold harmless the Customer Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
- 9.4.1 loss of or damage to the property of NSPS (other than the Equipment) whether owned, hired, leased or otherwise provided by NSPS, arising from, relating to or in connection with the performance or non-performance of the Contract; and
- 9.4.2 personal injury including death of or injury or disease to, any person employed by NSPS arising from, relating to or in connection with the performance or non-performance of the Contract; and
- 9.4.3 Subject to any other express provisions of the Contract, personal injury including death or, or injury or disease to, any persons employed by any third party or loss of or damage to the property of any third party, to the extent such personal injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of NSPS.
- 9.5 Except as provided for by Clause 9.4, the Customer shall save, indemnify, defend and hold harmless NSPS from and against any claim of whatsoever nature arising from pollution emanating from the property of the Customer or any other member of the Customer Group (including any third party property utilised by the Customer or any other member of the Customer Group alone or in conjunction with the Equipment) arising from, relating to or in connection with the performance or non-performance of the Contract.
- 9.6 Except as provided for by Clause 9.3, NSPS shall save, indemnify, defend and hold harmless the Customer Group from and against any claim of whatsoever nature arising from pollution emanating from the Equipment (excluding any third party property utilised by the Customer or any other member of the Customer Group in conjunction with the Equipment) arising from, relating to or in connection with the performance or non-performance of the Contract.
- 9.7 Notwithstanding any provision to the contrary elsewhere in this Contract, the Customer shall save, indemnify, defend and hold harmless NSPS from the Customer's own (and that of any other member of the Customer Group) Consequential Loss and NSPS shall save, indemnify, defend and hold harmless the Customer Group from NSPS' own Consequential Loss, in each case, arising from, relating to or in connection with the performance or non-performance of the Contract.



- 9.8 If either Party becomes aware of any incident likely to give rise to a claim under this Clause 9, it shall notify the other and both Parties shall cooperate fully in investigating the incident.
- 9.9 All exclusions and indemnities given under this Clause 9, save for those under Clauses 9.3.3 and 9.4.3 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (statutory or otherwise) of the indemnified party or any entity or party and shall apply irrespective of any claim in tort, delict, under contract or otherwise at law.
- 9.10 Nothing in these Terms and Conditions shall exclude or in any way limit NSPS' liability for:
- 9.10.1 death or personal injury caused by its own negligence or the negligence of its employees, agents or sub-contractors (as applicable); or
- 9.10.2 fraud or fraudulent misrepresentation.
- 9.11 This clause 9 shall survive termination of the Contract.

## 10. Performance of Services

- 10.1 NSPS shall perform the Services in accordance with the Scope of Services in all material respects.
- 10.2 NSPS shall use reasonable endeavours to meet any performance dates specified in the Order but any such dates shall be estimates only and time shall not be of the essence for the performance of any Services.
- 10.3 NSPS shall have the right to make any changes to the Services which are necessary to comply with any applicable law or health and safety requirement, or which do not materially affect the nature or quality of the Services and NSPS shall notify the Customer of such event.
- 10.4 NSPS shall use reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Customer, subject to the Customer's acceptance of any related changes to the Service Fees that may be due as a result of such requested changes.
- 10.5 If the Customer fails to permit performance in accordance with any performance dates, payment of the Services Fee shall nonetheless be due in accordance with Clause 4.
- 10.5 For the avoidance of doubt, NSPS will only undertake performance of Services in respect of and relating to Equipment.

## 11. Termination

- 11.1 Without affecting any other right or remedy available to it, NSPS may terminate the Contract with immediate effect by giving written notice to the Customer if:



- 11.1.1 the Customer fails to make payment of any amount due under the Contract on the due date for payment and remains in default not less than five (5) Business Days after being notified by NSPS to make such payment; or
  - 11.1.2 the Customer commits a material breach of any other terms of the Contract and either such breach cannot be remedied or (if such breach can be remedied) fails to remedy that breach within a period of five (5) Business Days after being notified to do so; or
  - 11.1.3 the Customer suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
  - 11.1.4 a petition is filed, a notice is given or an order is made which places the Customer into sequestration or bankruptcy or is in connection with the winding up of the Customer; or
  - 11.1.5 an application is made to court or an order is made, for the appointment of an administrator, or if notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer or the holder of a floating charge over the assets of the Customer has become entitled to appoint or has appointed a receiver; or
  - 11.1.6 the Customer suspends or ceases or threatens to suspend or cease carrying on all or a substantial part of its business; or
  - 11.1.7 any event analogous to Clauses 11.1.3 to 11.1.5 inclusive, occurs in relation to any other jurisdiction.
- 11.2 In the event of termination for any reason:
- 11.2.1 all Fees or other outstanding amounts (in accordance with Clause 4) related to the Contract shall become due and immediately payable; and
  - 11.2.2 NSPS shall have the immediate right to request the immediate return of the Equipment or repossess the Equipment and may charge the Customer for any reasonable costs involved in such repossession.
- 11.3 In the event the Order is cancelled by the Customer within twenty four (24) hours of the date when the Rental Period was due to commence, the Customer shall be liable to pay to NSPS a cancellation charge not exceeding the total agreed Fees for the cancelled Rental and Services.
- 11.4 Termination, cancellation or expiry of the Contract shall not affect any rights, or remedies of NSPS that have accrued up to the date of termination, cancellation or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination, cancellation or expiry.



## 12. Events Outside of the Parties' Control (Force Majeure)

- 12.1 Neither Party shall be liable for any failure or delay in performing its obligations under the Contract where that failure or delay results from any Force Majeure Event. A Force Majeure Event means any event beyond a Party's reasonable control, which by its nature could not be foreseen or, if it could have been foreseen, was unavoidable, including: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond the Company's reasonable control.
- 12.2 For the avoidance of doubt, a Force Majeure Event shall not relieve the Customer from its obligation to make payment.

## 13. Communication and Contact Details

- 13.1 The Customer may contact NSPS directly, by telephone at 01224 791638 or by email at [mandy@nsps.global](mailto:mandy@nsps.global).
- 13.2 NSPS shall contact the Customer on the details set out in the Order.

## 14. Complaints and Disputes

- 14.1 All complaints and disputes are initially handled in accordance with NSPS' complaints handling policy and procedure.
- 14.2 If the Customer wishes to complain about any aspect of its dealings with NSPS, including, but not limited to, these Terms and Conditions, or the Equipment, please contact NSPS in one of the following ways:
- 14.2.1 In writing, addressed to Graeme Harper, Managing Director, Unit 10 Clinterty Business Park, Kinellar, Aberdeenshire, AB21 0TZ
  - 14.2.2 By email, addressed to Graeme Harper, Managing Director, [graeme@nsps.global](mailto:graeme@nsps.global)
  - 14.2.3 By contacting the Company by telephone on 01224 791638.
- 14.3 NSPS will thereafter engage with the Customer to seek a mutual resolution. In the event that no resolution can be reached the provisions of Clause 20 shall apply.



**15. Anti-Bribery and Corruption**

- 15.1 The Customer shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010. The Customer shall put in place policies and procedures for ensuring such compliance and shall make copies of such policies and procedures available to NSPS on its reasonable request.
- 15.2 The Customer shall immediately notify NSPS of any breach or suspected breach of Clause 15.1. If required to do so by NSPS the Customer shall certify to NSPS in writing signed by an officer of the Customer compliance with this Clause 15 by the Customer and all persons associated with it. The Customer shall provide such supporting evidence of compliance as NSPS may reasonably request.
- 15.3 The Customer shall ensure that any person associated with it observes similar terms as are imposed on the Customer pursuant to this Clause 15 and performs any activities in accordance with similar terms as are imposed on the Customer pursuant to this Clause 15. For the purposes of this Clause 15, "associated" with another person shall be determined in accordance with section 8 of the Bribery Act 2010.

**16. Confidentiality**

A Party in receipt of any technical or commercial know-how, specifications, inventions, processes or other initiatives from the other Party which are of a confidential nature (whether marked as confidential or not), any other confidential information concerning the other Party's business or its projects or its products or its services shall hold all such information in the strictest of confidence. The Party in receipt of such information shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know it for the purposes of discharging that Party's obligations under the Contract and shall ensure that such employees, agents and sub-contractors are subject to obligations of confidentiality corresponding to those set out herein. This clause 16 shall survive termination of the Contract.

**17. Data Protection**

- 17.1 For the purposes of Data Protection Legislation, NSPS and the Customer may require to act as data controllers at various times (where data controller has the meaning defined in the Data Protection legislation).
- 17.2 Each Party will ensure that it has the necessary appropriate consents and notices in place to enable lawful transfer of any personal data (where personal data shall be as defined in the Data Protection Legislation) to the other Party as may be required for the purposes and duration of the Contract.
- 17.3 Either Party shall, on reasonable notice, and during normal office hours, allow a representative of the other Party to have access to its premises for the purposes of ensuring that the requirements of this Clause 17 have been complied with.



## 18. **Non-Solicitation**

The Customer covenants and undertakes to NSPS that during the Contract and for a period of six (6) months after termination it shall not seek to entice away or employ any employee, agent, contractor or sub-contractor of NSPS.

## 19. **General Terms**

- 19.1 NSPS may assign its obligations and rights under these Terms and Conditions to a third party.
- 19.2 The Customer may not assign its obligations and rights under these Terms and Conditions without NSPS' express written permission.
- 19.3 The Contract is personal to the Customer and NSPS and unless stated otherwise it is not intended to benefit any other person or third party in any way and no such person or party will be entitled to rely on or enforce any provision of these Terms and Conditions.
- 19.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, such provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 19.5 No failure or delay by NSPS in exercising any of its rights under these Terms and Conditions means that it has waived that right, and no waiver by NSPS of a breach of any provision of these Terms and Conditions means that it will waive any subsequent breach of the same or any other provision.

## 20. **Governing Law and Jurisdiction**

- 20.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Scottish law.
- 20.2 Each Party irrevocably agrees that the Scottish Courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

**Revised: July 2018**