

TERMS AND CONDITIONS FOR USE OF THE WEBSITE SCOTEID.COM/SURVEY AND THE NEW COMBINED AGRICULTURAL SURVEY AND SHEEP & GOAT ANNUAL INVENTORY 1 DECEMBER 2015

ScotEID.com Limited, a company limited by guarantee and registered in Scotland, having company number SC382963 and having its registered office at Rural Centre, Ingliston, Edinburgh, EH28 8MZ (hereinafter called "ScotEID")

INTRODUCTION

These terms and conditions apply as between ScotEID and each participant of the Survey and Inventory (as hereinafter defined) to (i) the entire contents of the website under the domain name "Scoteid.com/survey"("Website"); (ii) the entire contents of the New Combined Agricultural Survey and Sheep & Goat Annual Inventory 1 December 2015 which is to be found on the Website ("Survey and Inventory"); and (iii) any correspondence between ScotEID and you or your employees or agents. Please read these terms and conditions carefully before using the Website and/ or the Survey and Inventory. Using the Website and/ or the Survey and Inventory indicates that you accept these terms regardless of whether or not you choose submit your responses to the Survey and Inventory. If you do not accept these terms, do not use the Website or the Survey and Inventory. Please note that additional terms and conditions apply to the entire contents of the website under the domain names "Scoteid.com" (other than in relation to the Survey and Inventory) and "Scoteid.co.uk" and the entire contents of the ScotEID database found on such website.

ScotEID may revise these terms and conditions at any time by updating this posting. You should check the Website from time to time to review the then current terms and conditions, because they are retrospectively binding on you.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these terms and conditions the following definitions shall apply unless the context requires otherwise:-
"writing" includes facsimile transmission, e-mail or comparable means of communication;
"you" means the person or organisation (and its employees and officers) accessing the Website, and includes any agent engaged by that person or organisation and "your" shall be interpreted accordingly.
- 1.2 Any reference in these terms and conditions to any statute or provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 1.3 The headings in these terms and conditions are for convenience only and shall not affect their interpretation.
- 1.4 Unless the context otherwise requires, references in these terms and conditions to "person" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, institution, trust or agency, whether or not having a separate legal personality.
- 1.5. The rights and protections of ScotEID under these terms and conditions may be exercised and claimed by Scottish Agricultural Organisation Society Limited ("SAOS"), which is responsible for managing and continuing research in connection with the traceability of farm livestock in Scotland.

2. ACCESSING THE SURVEY AND INVENTORY

- 2.1 You may access the Website without registering your details on the Website.
- 2.2 In order to access the Survey and Inventory, you must enter the unique password provided to you by the Scottish Government specifically for accessing the Survey and Inventory.
- 2.3 You undertake that all the details you provide on the Survey and Inventory are true, complete and accurate.
- 2.4 By accessing the Survey and Inventory you accept responsibility for maintaining the confidentiality of your unique password for the Website. Please inform ScotEID immediately if your password is disclosed to a third party. ScotEID shall have no liability for any activities or omissions that occur in relation to your completion and/or submission of the Survey and Inventory or for any data that is either inputted, inputted incorrectly or is failed to be inputted by you or any third party, including ScotEID on the instruction of you, your employees or your agents, (on your behalf or otherwise) in any circumstances.

2.5 You acknowledge that the Website and the Survey and Inventory will be used for submitting the relevant information to the Scottish Government.

2.6 By submitting your Survey and Inventory you represent and confirm the accuracy of the information submitted by you. ScotEID shall not have any responsibility in respect thereof to you or any third party.

2.7 Any communications from you for the attention of ScotEID shall not be made on the Survey and Inventory.

3. PROVISION OF WEBSITE AND ACCESS TO THE SURVEY AND INVENTORY

3.1 You acknowledge and agree that the form and nature of the Website and Survey and Inventory relating thereto which ScotEID provides may change from time to time without prior notice. You also acknowledge and agree that ScotEID may temporarily stop providing use of some or all of the Website and/or the Survey and Inventory without prior notice.

3.2 You agree not to misuse the Website and/ or the Survey and Inventory (including, without limitation, by hacking).

3.3 You acknowledge that your access to and utilisation of the Website and/ or the Survey and Inventory may be monitored by ScotEID and/ or its agents for the purposes of checking unauthorised use and supporting, maintaining, developing and operating the Website and/ or the Survey and Inventory.

4. DATA

4.1 You acknowledge and agree that ScotEID does not give any representation or warranty (whether express or implied) as to the accuracy or completeness of the data contained within the Survey and Inventory or Website. Whilst ScotEID might alert you to a potential inaccuracy in the Survey and Inventory in respect of your data, you acknowledge that it is not ScotEID's responsibility to do so.

4.2 You accept that you shall not obtain any intellectual property rights in relation to any of the information or data contained on the Website (save in relation to any information or data submitted by you).

4.3 You accept that ScotEID or its agents may obtain and process personal data of you or your employees (personal data is defined by the Data Protection Act 1998 ("DPA")) and consent to such processing. As part of ensuring that any such personal data is processed fairly ScotEID is obliged by the DPA to provide you with the following information:

4.3.1 For the purposes of the DPA, contact details for ScotEID are:- ScotEID.com Limited, Rural Centre, West Mains, Ingliston, Newbridge, EH28 8NZ, Telephone No: 0131 472 4100.

4.3.2. Any personal data that you or your employees provide is intended to be provided to the Scottish Government and may be used by ScotEID for the purposes of administering the Website. Your personal data will not be disclosed by ScotEID to any other organisation for any other purpose other than in relation to cases of suspected fraud.

4.4 You accept that County Parish Holding numbers and animal ID's do not constitute "personal data" as defined in the DPA.

4.5 You are prohibited from posting or transmitting to or from the Website and/ or entering into the Survey and Inventory any material:

4.5.1 that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or malicious; or

4.5.2 for which you have not obtained all necessary licences and/ or approvals; or

4.5.3 which constitutes or encourages conduct that would be considered a criminal offence, give rise to a civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country of the world; or

4.5.4 which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

5. CONSEQUENTIAL LOSS

You agree that ScotEID shall not be liable for consequential or indirect losses you may incur including but not limited to loss of grants, subsidies (including but not limited to Single Farm Payments), loss of profit, loss of anticipated profit, loss of use, loss of production, loss of product, loss of revenue, loss of anticipated revenue (whether or not due to ScotEID's negligence, breach of statutory duty or otherwise) arising from or relating to the Website and/ or the Survey and Inventory, whether or not such losses were foreseeable.

6. LIABILITY

6.1 The Website and the Survey and Inventory are provided "as is" and neither ScotEID nor SAOS provide any representation or warranty in relation thereto. By using the Website you accept that the materials on the Website may be inaccurate and/or out of date. ScotEID does not represent or warrant that:

6.1.1 your use of the Website and/ or the Survey and Inventory (including its submission) will be uninterrupted, timely, secure or error free;

6.1.2 your use of the Website and/ or the Survey and Inventory will meet your statutory or other obligations; and

6.1.3 any information obtained by you as a result of your use of the Website and/ or the Survey and Inventory will be accurate.

6.2 Any information, advice or recommendation given by ScotEID, its employees, agents or others on the Website and/ or the Survey and Inventory (or in relation thereto) is followed or acted upon entirely at your own risk, and ScotEID its employees, agents or others shall not be liable for any such information, advice or recommendation.

6.3 Any typographical, clerical or other error or omission in any web-page, document or information issued by ScotEID shall be subject to correction without any liability on the part of ScotEID.

6.4 The aggregate liability of ScotEID and its affiliates and their respective officers, employees and agents arising from or relating to the Website and/ or the Survey and Inventory whether in contract, delict or otherwise at law (including for negligence or breach of statutory duty) shall be limited to a total of £1,000.

6.5 You undertake to indemnify and hold harmless ScotEID its affiliates and their respective officers, employees and agents from and against all claims, losses and liabilities incurred as a result of your (and for the avoidance of doubt your agent's) use of the Website and/ or the Survey and Inventory and any breach by you (and for the avoidance of doubt your agent) of any of your obligations hereunder.

6.6 If you should suffer any loss, damage or expense in relation hereto whether as a result of a breach of these terms and conditions by ScotEID or otherwise, any claim or proceeding in relation thereto (as between you, ScotEID and SAOS) shall be made or brought by you against ScotEID only, in accordance with and subject to these terms and conditions. No claims shall be made or proceedings brought by you against SAOS and you shall save, indemnify, and hold SAOS harmless in this respect.

7. GOOD FAITH

You agree to use your reasonable endeavours to cooperate with ScotEID in relation to the Website and the Survey and Inventory and to do all things reasonably necessary and desirable to give effect to the spirit, aims and intention of these terms and conditions.

8. GENERAL

8.1 These terms and conditions constitute the whole contract between ScotEID and you and supersede all previous agreements you may have with ScotEID or SAOS in relation to the subject matter hereof. No variation may be made by you to the terms and conditions unless agreed in writing by ScotEID.

8.2 Any notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision. ScotEID shall also be entitled to give notice by posting information on the Website.

8.3 ScotEID may at any time transfer or assign all or any rights and/ or obligations under any contract between ScotEID and you.

8.4 You shall not assign or sub-contract any of your rights and obligations hereunder without the prior written consent of ScotEID.

8.5 Nothing in these terms and conditions shall be construed so as to create or evidence a partnership or joint venture.

8.6 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.

8.7 These terms and conditions shall be governed by and construed in accordance with the Law of Scotland and the parties agree that the Scottish courts shall have exclusive jurisdiction.

NOVEMBER 2015