



WEBSITE
DEVELOPMENT
TERMS AND CONDITIONS

lylessutherland

SET YOUR BUSINESS FREE

Website Design and Development: Terms and Conditions

Important Notice to All Users:

These Terms and Conditions govern the provision of website design and development services provided by Lyles Sutherland Limited, a company registered in Scotland under number SC450736 whose registered office is at Great Michael House, 14 Links Place, Edinburgh, EH6 7EZ ("the Contractor") to clients wishing to use those website design and development services to create their website(s). Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur on Your indicating Your acceptance by making payment of the deposit for the website.

By making payment for the deposit for the website design and development work you agree to the terms of this agreement which will bind you (or the legal entity whom you represent). The terms of this agreement include, in particular, limitations on liability at clause 17.

By paying the deposit for the website design and development services you acknowledge that you have read and understood these terms in this agreement and have the authority to act on behalf of any person or legal entity whom you represent.

It is agreed as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	means any day other than Saturday or Sunday that is not a bank or public holiday;
"Confidential Information"	means all business, technical, financial or other information created or exchanged between the Parties in the course of the Project including the existence of the Project;
"Preliminary Payment"	means a payment by way of deposit defined in Clause 4.1;
"Project"	means, collectively, the work to be carried out by the Contractor for the Client as set out in the Project Specification;
"Project Fees"	means the price for the Project as agreed by the Parties;
"Project Milestone"	means one of multiple phases that the Project has been divided up into as set out in the Project Specification;
"Project Specification"	means a document setting out in detail the work which the Client requires the Contractor to perform as referenced in Clause 2 of this Agreement and attached as Schedule 1 to this Agreement; and

“Site Materials”

means all components of the Website as supplied by the Client to the Contractor for the purpose of developing and creating the Website, and as created or otherwise sourced by the Contractor in the course of developing and creating the Website. This includes, but is not limited to, source code, text, graphics, images and animations.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

1.2.1 “writing”, and any similar expression, includes a reference to any electronic communication whether sent by e-mail, fax or similar means;

1.2.2 a statute or a provisions of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;

1.2.4 a Schedule is a schedule to this Agreement;

1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule;

1.2.6 a “Party” or the “Parties” refer either singularly or jointly to Us and You;

1.2.7 “We/Us/Our” is a reference to Lyles Sutherland Limited, the Contractor; and

1.2.8 “You/Your” is a reference to you, the Client.

1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

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

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

2. Project Specification

2.1 The Parties have prepared and agreed upon a detailed Project Specification for the Website.

2.2 The Project Specification sets out in full the work that is required by the Client. The Specification includes (but is not necessarily limited to) details of the following:

2.2.1 the nature of the Client’s business and the purpose of the Website;

- 2.2.2** the type of work required, specifying either a new scratch-built Website, the re-design of the Client's current website, or modifications to the current website;
 - 2.2.3** the proposed URL of the Website;
 - 2.2.4** the Site Materials (where relevant) that the Client will supply to the Contractor for use in the Project along with details of when and where those materials are to be used;
 - 2.2.5** drafts of code, text and / or visual layouts (where available) that reflect the work required by the Client; and
 - 2.2.6** the time frame for the Project including desired start and finish dates.
- 2.3** Either Party may request or propose amendments to the Project Specification. Any proposed amendments must be made in writing. If either Party wishes to discuss such issues at a meeting that Party shall provide at least five Business Days' notice to the other Party of the meeting.
- 2.4** The Contractor shall use its best and reasonable endeavours to adhere to all provisions in the Project Specification. Where such requirements cannot reasonably be accommodated, the Contractor reserves the right to amend the Project Specification in accordance with sub-Clause 2.3 above.

3. Time

The Parties have agreed upon a completion time in the Project Specification. The Contractor shall not be responsible for any Project over-runs, irrespective of the cause.

4. Fees, Payment and Expenses

- 4.1** The Client shall make a non-refundable Preliminary Payment amounting to 40% of the Project Fee by way of deposit prior to the commencement of the Project. No work shall begin until the Preliminary Payment is received in full by the Contractor.
- 4.2** Where agreed in writing, or included in the details of the quotation, the agreed Project Fees may be divided into a series of Milestone Payments, each falling due on the successful completion, delivery and acceptance of the relevant Project Milestone in accordance with the Project Specification.
- 4.3** The Client shall make any and all payments against invoices issued by the Contractor for the relevant amounts.
- 4.4** The Client shall cover the following expenses:

- 4.4.1** those including travel, hotel, computer consumables and other expenses which the Contractor may necessarily and properly incur for the purposes of the Project, other than expenses of travelling between normal places of residence and the place at which the Contractor carries on its business;
 - 4.4.2** those incurred by the Contractor that may result from addressing any amendments to the Project Specification made under sub-Clauses 2.3 or 2.4 of this Agreement; and
 - 4.4.3** those incurred by the Contractor in the correction of any faults identified during testing in accordance with sub-Clauses 12.3 and 12.6 of this Agreement.
- 4.5** The Client reserves the right to query any expenses detailed in sub-Clause 4.4 above and shall not be required to cover any expenses that are not directly related to the Project or those for which no valid receipts or invoices can be produced.
- 4.6** In the event that the Contractor faces additional expenses related to the Project that are outside the scope of those detailed in sub-Clause 4.4 above, such expenses shall not be incurred without the prior written consent of the Client.
- 4.7** Any and all amounts invoiced under this Agreement shall be inclusive of any value added tax.

5. Late Payment

If the Client fails to make any payment due to the Contractor under Clause 4 of this Agreement on the due date then, without prejudice to any other right or remedy available to the Contractor, the Contractor shall be entitled to:

- 5.1** terminate this Agreement by giving written notice to the Client provided that the Client fails to make the due payment within 20 Business Days after receiving written notice from the Contractor giving full particulars of the payment due and requiring such payment to be made within 10 Business Days;
- 5.2** charge the Client interest (both before and after any judgement) on the amount unpaid, at the rate of four per cent per annum above the Bank of England base rate until payment in full is made (a part of a week or month being treated as a full week or month for the purpose of calculating interest); and
- 5.3** suspend the Project, resuming upon receipt of cleared funds amounting to all amounts due by the Contractor. The Contractor shall not be liable for any Project delays occasioned by the Client's failure to make required payments on time.

6. Ownership of Site Materials

- 6.1** The Contractor shall retain legal and beneficial ownership of all Site Materials created by them under this Agreement until all charges are paid in full by the Client. Upon receipt by the Contractor of all sums due and of a Final Project Acceptance form completed by the Client in accordance with Clause 13 of this Agreement, legal and beneficial ownership shall be immediately assigned to the Client.
- 6.2** The Client shall retain ownership of all Site Materials owned by them prior to entering into this Agreement. No property shall be assigned to the Contractor by the Client at any time.

7. Intellectual Property

- 7.1** All Site Materials provided by the Client and the copyright, design rights and trademarks therein shall remain the property of the Client. The Contractor shall use such Site Materials under licence for the sole purpose of completing the Project.
- 7.2** The Client warrants that they have obtained all relevant permissions and rights for the use of any Site Material that they provide that are owned by, or were otherwise created by, a third party.
- 7.3** The Contractor shall bear no responsibility for ensuring that Site Materials supplied by the Client carry with them the appropriate third party permissions for use and reproduction.
- 7.4** Except as expressly set out in this Clause 7, this Agreement does not transfer or grant to the Contractor any right, title or interest in any intellectual property rights belonging to the Client.

8. Site Materials Delivery

- 8.1** Unless it is specified otherwise in the Project Specification or otherwise agreed in writing by the Parties, all text shall be provided by the Client in electronic format and all photographs and other graphics shall either be in electronic format or of a suitable print quality for scanning. The Contractor shall not be responsible for poor quality images where the poor quality is a direct result of the supply of poor quality originals from the Client.
- 8.2** The Client shall make all required Site Materials and other material available to the Contractor in a timely manner. All Site Materials should be provided to the Contractor prior to the commencement of any graphic design work. The Contractor shall not be liable for any delays caused by the Client's failure to comply with this Sub-Clause.

- 8.3** The Contractor shall use its best and reasonable endeavours to return to the Client all Site Materials and other material originally supplied by the Client however such return is not guaranteed and the Contractor shall not be liable for any loss or damage to such material. It is the Client's responsibility to ensure that appropriate backups are made.
- 8.4** No material submitted by the Client should consist of anything which may, under the laws of Scotland, be deemed immoral, offensive, obscene or illegal. The Contractor reserves the right to reject such materials and is under a positive obligation to inform the relevant authorities of the Client's possession of such material.

9. Grant of Licence

The Client hereby grants to the Contractor a non-exclusive licence to use any and all Site Materials provided by the Client for the purposes of completing the Project under the terms of this Agreement. Such use shall be deemed to cover the restricted acts specified in Section 16 of the Copyright Designs and Patents Act 1988 and shall include, but not be limited to:

- 9.1** editing;
- 9.2** modification;
- 9.3** adaptation;
- 9.4** translation;
- 9.5** publication;
- 9.6** reproduction;
- 9.7** transmission;
- 9.8** distribution; and
- 9.9** display.

10. Project Reports

- 10.1** The Contractor shall provide upon request of the Client monthly reports detailing the progress of the Project, indicating any important matters for the attention of the Client.
- 10.2** In the event that the Project falls behind schedule in the opinion of either Party, either Party may request a meeting to further discuss the Project including rectifying delays and putting the Project back on schedule.

11. Delivery

- 11.1** The completed Website will be placed live on the Contractor's servers following testing by the Contractor in accordance with sub-Clause 12.2 of this Agreement.
- 11.2** If the Client wishes the Website to be uploaded using File Transfer Protocol ("FTP") to a hosting server of their choice by the Contractor, the Client shall pay an additional fee as set out in the price list of the Contractor.
- 11.3** Following delivery, the Client may request that the Contractor retains and securely stores a back-up copy of the Website. The Contractor shall use its best and reasonable endeavours to keep such a back-up safe and secure and shall do so at no additional cost to the Client.

12. Testing

- 12.1** For the purposes of this Clause 12 "testing" shall be deemed to include (but not necessarily be limited to):
 - 12.1.1** testing the functionality of all code on each individual page of the Website;
 - 12.1.2** checking the integrity of all links;
 - 12.1.3** checking animated or other video content for errors;
 - 12.1.4** testing the functionality of all interactive features; and
 - 12.1.5** testing the Website on the most recent three versions of Google Chrome, Mozilla Firefox, Internet Explorer and Apple Safari.
- 12.2** Prior to delivery of the completed Website to the Client, the Contractor will test the Website thoroughly in accordance with sub-Clause 12.1 of this Agreement, and in accordance with any additional criteria agreed by the Parties in the Project Specification or otherwise in writing.
- 12.3** In the event that the Contractor identifies any faults in the Website, it shall use its best and reasonable endeavours to correct such faults in a timely manner prior to testing by the Client in accordance with sub-Clause 12.4 below.
- 12.4** Following the completion of testing by the Contractor and the making of any necessary corrections to the Website, the completed Website will be delivered to the Client in accordance with Clause 11 of this Agreement. Upon delivery, the Client shall have a period of 40 Business Days (the "Testing Period") to test the Website in accordance with sub-Clause 12.1 of this Agreement.
- 12.5** In the event that the Client identifies any faults in the Website, it shall inform the Contractor, in detail, of such faults in writing at the end of the Testing Period.

- 12.6** Following the receipt of details of any faults from the Client, the Contractor shall use its best and reasonable endeavours to correct such faults in a timely manner.
- 12.7** Any additional work required to correct faults under sub-Clauses 12.3 and 12.6 of this Agreement, shall be completed at no extra cost to the Client save for any reasonable expenses as detailed in sub-Clause 4.4.3 of this Agreement.

13. Acceptance and Release

- 13.1** Following the completion of the Website to the Client's satisfaction, including the correction of any faults found during testing the Contractor shall provide a Final Project Acceptance form for the Client to complete and return indicating completion and acceptance of the Website.
- 13.2** The Client shall only acquire all rights to use the completed Website in full upon the Contractor's receipt of the completed, signed Final Project Acceptance form.

14. Publicity

- 14.1** The Client hereby agrees to the placement of a hyperlink to the Contractor's Website on the homepage of the Website (a "Contractor Link").
- 14.2** The Contractor Link shall be in the form of text placed at the base of the Website pages.
- 14.3** The Client shall retain the Contractor Link on their homepage until the homepage of the Website is redesigned by another party, such redesign creating more than a merely insubstantial difference of impression upon an average user, whichever is earlier.

15. Contractor's Warranties

- 15.1** The Contractor hereby represents and warrants to the Client that:
 - 15.1.1** the Website will, after completion, delivery and any remedial work required following testing, provide the facilities and functions and otherwise perform as set out in the Project Specification;
 - 15.1.2** the Contractor has and will continue to have the right to grant all the rights and licences granted herein or that it purports to grant to the Client pursuant to and under the terms of this Agreement;
 - 15.1.3** the Client's use and operation of the Website will not infringe the intellectual property rights of any third party;

- 15.1.4** no Site Materials created or sourced by the Contractor will contain anything that is in any way unlawful, harmful, threatening, obscene, harassing, discriminatory, defamatory or otherwise objectionable or that facilitates or promotes violence, terrorism, or any other criminal activity;
 - 15.1.5** the Client will require no software other than that specified in the Project Specification to operate the Website; and
 - 15.1.6** all services provided to the Client by the Contractor shall be provided in a timely and orderly fashion by skilled and experienced personnel acting with all due care and skill in accordance with the best professional standards current in the website design industry.
- 15.2** In the event that the Contractor receives written notice from the Client of any breach of the warranties set out in sub-Clause 15.1 above, the Contractor shall at its own expense promptly remedy the defect or error in question.
- 15.3** The Contractor shall have no liability or obligation under the warranty in sub-Clause 15.1.2 unless it has received written notice of the defect or error in question no later than 12 months following the Client's final acceptance of the Website in accordance with Clause 13 of this Agreement.

16. Client's Warranties

- 16.1** The Client hereby represents and warrants to the Contractor that:
- 16.1.1** it has the power and authority to enter into and perform its obligations under this Agreement; and
 - 16.1.2** no Site Materials created or sourced by the Client will contain anything that is in any way unlawful, harmful, threatening, obscene, harassing, discriminatory, defamatory or otherwise objectionable or that facilitates or promotes violence, terrorism, or any other criminal activity
- 16.2** In the event that the Client receives written notice from the Contractor of any breach of the warranties set out in sub-Clause 16.1 above, the Client shall at its own expense promptly remedy the defect or error in question.

17. Liability

- 17.1** Subject to Clause 18 of this Agreement, the Contractor shall not be liable to the Client for any indirect or consequential loss the Client may suffer even if such loss is reasonably foreseeable or if the Contractor has been advised of the possibility of the Client incurring it.

- 17.2** The Contractor's entire liability to the Client in respect of any breach of its contractual obligations, any breach of warranty, any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement shall be limited to the price paid for the project.
- 17.3** Notwithstanding any other provision in this Agreement, the Contractor's liability to the Client for death or injury resulting from his own negligence or that of his employees, agents or sub-contractors shall not be limited.

18. Indemnity

- 18.1** The Contractor shall indemnify the Client against any and all liability, loss, damage, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Client or by a third party whether direct, indirect or consequential arising out of any dispute or contractual, tortious or other claims or proceedings brought by a third party alleging infringement of his intellectual property rights by parts of the Website created or supplied by the Contractor provided that:
- 18.1.1** this indemnity shall not apply to any infringement of a third party's intellectual property rights arising as a direct result of any alteration or modification of any Site Materials provided by the Client;
- 18.1.2** in addition to the above indemnity, where an injunction restraining use by the Client of the Website or any other content (as delivered by the Contractor) or any part of it is, in the reasonable good faith opinion of the Client's legal advisers communicated in writing to the Contractor, likely to be granted by the court to the third party, the Contractor shall either:
- 18.1.2.1** do all acts and things necessary to render those parts of the Website or other content created or procured by the Contractor, or the appropriate part of them, non-infringing without affecting any of the Contractor's other duties and obligations under this Agreement; or
- 18.1.2.2** obtain a licence from the third party granting the Client the right to continue using the Website or other content (as delivered by the Contractor) or the part of them that infringes.
- 18.1.3** the Client gives written notice to the Contractor of any claim or proceeding as soon as reasonably possible following receipt of it;
- 18.1.4** the Client makes no admission of liability and gives the Contractor sole authority to defend or settle the claim or proceedings at the Contractor's cost and expense; and

18.1.5 the Client gives the Contractor all reasonable assistance in connection with any such claims or proceedings at the Contractor's cost and expense.

18.2 The Client agrees to fully indemnify and hold the Contractor free from any and all claims for intellectual property infringement that may arise out of the Client's failure to obtain the required permissions and rights for the use of any Site Material provided.

19. Notices

19.1 All notices under this Agreement shall be in writing.

19.2 Notices shall be deemed to have been duly given:

19.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient;

19.2.2 when sent, if transmitted by facsimile or e-mail;

19.2.3 on the fifth Business Day following mailing, if mailed first class, postage prepaid; or

19.2.4 on the tenth Business Day following mailing, if mailed by airmail, postage prepaid.

19.3 In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other party.

20. Confidentiality

20.1 During the term of this Agreement, the following obligations shall apply to the Party receiving Confidential Information (the "Receiving Party") from the other Party (the "Disclosing Party").

20.2 Subject to sub-Clause 20.3, the Receiving Party:

20.2.1 may not use any Confidential Information for any purpose other than the performance of his obligations under this Agreement;

20.2.2 may not disclose any Confidential Information to any person except with the prior written consent of the Disclosing Party; and

20.2.3 shall make every effort to prevent the use or disclosure of the Confidential Information.

20.3 The obligations of confidence referred to in all provisions of this Clause 20 shall not apply to any confidential information that:

- 20.3.1** 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 prior to its receipt by the Receiving Party;
 - 20.3.2** is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party;
 - 20.3.3** is required to be disclosed by any applicable law or regulation; or
 - 20.3.4** 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 thereof and who imposes no obligations of confidence upon the Receiving Party.
- 20.4** 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 he may be entitled.
- 20.5** The obligations of the Parties under all provisions of this Clause shall survive the expiry or the termination of this Agreement for whatever reason.

21. Termination

- 21.1** Either Party (an "Initiating Party") may terminate this Agreement with immediate effect by written notice to the other party (the "Breaching Party") on or at any time after the occurrence of an event specified in sub-Clause 21.2.
- 21.2** The events referred to in sub-Clause 21.1 are:
- 21.2.1** the Breaching Party committing a material breach of this Agreement and failing to remedy that breach within 40 Business Days starting on the day after receipt of notice from the Initiating Party giving details of the breach and requiring the Breaching Party to remedy the breach;
 - 21.2.2** the Breaching Party passing a resolution for winding up, a court of competent jurisdiction making an order for the Breaching Party's winding up or the presentation of a petition for the Breaching Party's winding up that is not dismissed within seven days (other than, in each case, for the purposes of solvent amalgamation or reconstruction in such a manner that the entity resulting from the amalgamation or reconstruction effectively agrees to be bound by or assume the Breaching Party's obligations under this Agreement);

- 21.2.3 the making of an administration order in relation to the Breaching Party or the appointment of a receiver over or an encumbrancer taking possession of or selling an asset of the Breaching Party; or
- 21.2.4 the Breaching Party making an arrangement or composition with his creditors generally or making an application to a court of competent jurisdiction for protection from his creditors generally.

21.3 An act or omission by a person who controls, is under common control with, or is controlled by a Party that would be a breach of this Agreement on his part if it were an act or omission of the Party shall be deemed to be a breach of this Agreement by the Party.

21.4 Termination of this Agreement for whatever reason shall not affect either:

- 21.4.1 the accrued rights and liabilities of the Parties arising in any way out of this Agreement as at the date of termination and in particular but without limitation the right to recover damages against the other; or
- 21.4.2 provisions that are expressed to survive this Agreement, which shall remain in full force and effect.

22. Relationship of Parties

Nothing in this Agreement shall create, or be deemed to create, a partnership, the relationship of principal and agent, or of employer and employee between the Contractor and the Client.

23. Assignment

Neither Party shall assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld.

24. Non-Solicitation

24.1 The Client undertakes that it shall not during this Agreement, nor during the period of three years following the termination of this Agreement, either, on its own account or in conjunction with or on behalf of any other person, firm or company, solicit or entice away any employee of the Contractor.

24.2 The Client undertakes that it shall not during this Agreement, nor during a period of three years following the termination of this Agreement, either, on its own account or in conjunction with or on behalf of any other person, firm or company, without the Contractor's prior knowledge and agreement, solicit or endeavour to solicit any business of the same nature as the Project from any person who at any time within three years prior to the relevant date has been a customer of the Contractor.

25. Force Majeure

Neither Party to this 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, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

26. Severance

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

27. Entire Agreement

27.1 This Agreement embodies and sets forth the entire agreement and understanding between the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither Party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in this Agreement, save for any representation made fraudulently.

27.2 Unless otherwise expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both of the Parties.

28. No Waiver

The Parties agree that no failure by either Party to enforce the performance of any provision in this Agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

29. Non-exclusivity

The relationship between the Parties under this Agreement is and shall remain non-exclusive. Both parties are free to enter into similar relationships with other parties.

30. Dispute Resolution (Arbitration)

30.1 It is agreed that where any dispute or difference relating to this Agreement arises between the Parties that matter shall be referred to the arbitration of a single arbitrator with appropriate qualifications and practical experience to resolve the particular dispute.

- 30.2** The arbitrator shall be agreed by the Parties or in the event of failure to agree shall be appointed by the President for the time being of the Law Society of Scotland.
- 30.3** The arbitration shall take place in Edinburgh and shall be in accordance with the Arbitration Act 1996 or any re-enactment or modification of that Act for the time being in force.
- 30.4** The Parties shall promptly furnish to the arbitrator all information reasonably requested by him relating to the particular dispute, imposing appropriate obligations of confidence.
- 30.5** The Parties shall require the arbitrator to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible as soon thereafter as may reasonably be practicable. The Parties shall co-operate fully with the arbitrator to achieve this objective
- 30.6** The Parties shall share the fees and expenses of the arbitrator equally. The decision of the arbitrator shall be final and binding upon both Parties.

31. Law and Jurisdiction

- 31.1** This Agreement shall be governed by the laws of Scotland.
- 31.2** Any dispute between the Parties relating to this Agreement shall fall within the jurisdiction of the courts of Scotland.

Lyles Sutherland Limited	Client
Signature:	Signature:
Name: Fraser Sutherland	Name:
Position: Managing Director	Position:
Date:	Date: