

Vistra (Scotland) Limited

Standard Terms (v.2022.1)

Below are our standard terms of business (these "**Standard Terms**"). These Standard Terms are effective from 21 June 2022 and are intended to replace any and all prior terms.

1. Scope

These Standard Terms apply to the supply of all products and services by Vistra (Scotland) Limited except software products that are subject to their own terms of use, unless we otherwise agree in writing.

Where we process any Personal Data (as defined in our Data Processing Addendum) in relation to the supply of our products or services, the terms of our Data Processing Addendum ("[Data Processing Addendum](#)") shall apply.

2. Agency

We accept orders and instructions only on the basis that those instructing us do so as principals and are liable directly to us for payment of our account.

3. Use of third party contractors

We may, as your agent, directly or through an intermediary ask another contractor ("**Third Party Contractor**") to carry out some or all of any work which you instruct us to carry out for you. We shall pay the charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We will take reasonable care in selecting and instructing a Third Party Contractor. However, we have no control over the activities of a Third Party Contractor and therefore accept no responsibility for the services provided to you by that Third Party Contractor or for any errors or omissions in its work or products. Where any such sub-contracting involves sub-processing of Personal Data (as defined in the Data Processing Addendum) the terms of the Data Processing Addendum shall apply.

4. Adequacy of instructions

We provide services only on the basis that those instructing us give us all proper, necessary and timely instructions, authority and information (including the execution of all documents required) to enable us to undertake lawfully and effectively the business instructed, and that those instructing us indemnify us and any other company within the Vistra Group accordingly.

5. Printing and publication

We accept material for printing, storage, processing and/or publication on the basis that those submitting the material are responsible for ensuring it is free from defamatory matter and does not infringe copyright or any other third party rights, and that those instructing us indemnify us and any other company within the Vistra Group accordingly.

6. Third party reliance

Our services, including search reports and information services, are provided solely for the use of our client and, if and as applicable, that client's own client(s) on whose behalf the work has been commissioned, and shall not be used or relied upon by any other third party. No provision of these

Standard Terms shall be enforceable by any person who is not a client and thus a party pursuant to the Contracts (Rights of Third Parties) Act 1999.

7. Delivery of products and services

Products are delivered using first class post, fax or email (as appropriate), unless otherwise stated. Where you request an alternative method of delivery, you must meet those costs. Services are provided using reasonable skill and care.

The description and price of goods and services and delivery details will be provided in the confirmation of order and/or invoice despatched with the product or service.

8. Payment

We may require cash payment in advance before providing any goods or services. Where we have agreed credit terms for you, our invoices are due for payment 30 days from their date. We reserve the right to charge for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

9. Search and other reports

We accept no responsibility for the accuracy of any part of any search or other reports where it is apparent that it is not derived from information in a public register, or for any inaccuracy, omission or other error in any public register upon which our search or report is based.

10. Marketing lists

Where we provide a marketing list to you as part of our services, you shall use the information on that list for your own use and for one mailing only. You agree to delete the marketing list within 6 months of it being provided to you.

11. Non-completion of services

Where you instruct us to undertake any service, you will be responsible for our costs in providing that service whether or not it proceeds to its conclusion.

12. Consumers

Our products and services are not intended for sale to, or use by, a consumer as defined under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. You represent and undertake that you are not a consumer as so defined.

13. Liability and indemnity

Except in respect of claims for death or personal injury resulting from negligence or as otherwise prohibited by law, our liability and the liability of any member of the Vistra Group for loss or damage in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of our services under these Standard Terms (including the Data Processing Addendum) shall not exceed £25,000.

Save as precluded by law, we shall not be liable to you for any of the following: any indirect loss or damage; consequential loss or damage; costs, expenses or other claims for consequential compensation whatsoever (howsoever caused); loss of revenue; loss of profit or anticipated profit; loss of business and business interruption; loss of data; depletion of goodwill; or exemplary, punitive or special damages; in each case which arise out of or in connection with our services or these Standard Terms.

You undertake to fully and effectively indemnify and hold harmless us, any member of the Vistra Group, and any of our and their employees, officers and directors from and against any liability incurred by any of them which arises from any of the following: (i) from or as a result of the provision of the services, or from these Standard Terms; (ii) any act or omission relating to the provision of the services or any other work carried out by us or any member of the Vistra Group at your request, other than any liability arising out of our or a member of the Vistra Group's gross negligence, wilful default or fraud; or (iii) any failure by you to comply with your obligations arising out of these Standard Terms or our contract; and shall indemnify us and any member of the Vistra Group against any costs, charges and expenses suffered or incurred in enforcing these Standard Terms or our contract.

14. Data protection

Each party acknowledges that it may be a Data Controller and a Data Processor in respect of the same Personal Data, depending on the purposes for which it is processed. The Data Processing Addendum shall set out where we are acting as a Data Processor on your behalf and defined terms from that Data Processing Addendum used in this Clause 14 will have the meaning set out in the Data Processing Addendum.

Where both parties are acting as Data Controller with respect to the Personal Data, both parties agree that the Personal Data transferred by one party (the "**Transferor**") to the other party (the "**Recipient**") will be transferred in accordance with Data Protection Legislation (as defined in the Data Processing Addendum), including:

- (a) by ensuring that all fair processing notices have been given to (and, as applicable, consents obtained from) the Data Subjects of that Personal Data to allow each party to use the Personal Data in the manner envisaged by these Standard Terms;
- (b) the Transferor is not subject to any prohibition or restriction which would prevent or restrict it from disclosing or transferring the Personal Data to the Recipient (or other parties, as applicable) in the manner contemplated by these Standard Terms; and
- (c) the Personal Data is accurate and up-to-date at the date it is shared under these Standard Terms.

Both parties further agree:

- (a) to implement and maintain throughout the term of these Standard Terms all appropriate technical and organisational measures against unauthorised, unlawful or unintended processing, use of, access to, or theft of the Personal Data and against loss or destruction of or damage to, the Personal Data (and such measures will, as a minimum, meet the requirements of Data Protection Legislation); and
- (b) to ensure that access to Personal Data held by it is limited to: (i) those individuals who need access to the Personal Data; (ii) such part or parts of the Personal Data as is necessary for the performance of those individuals' authorised duties; and (iii) those individuals who have received appropriate training to process the Personal Data in accordance with these Standard Terms.

15. Due diligence

In certain circumstances we are required by law to collect evidence of identity from our clients or any person associated with them. If you fail to supply any due diligence information which we request, we will be unable to provide services to you. We may also verify your and their identity using electronic systems.

16. Taxation

You warrant that you will not utilise any of the services to evade paying true tax liabilities.

17. Bribery and corruption

You undertake and warrant that you will not engage in any activity, practice or conduct which would constitute an offence under any anti-bribery or anti-corruption law applicable to you or us.

18. Compliance with anti-slavery and human trafficking laws

You undertake and warrant that you will comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force; and will not engage in any activity, practice or conduct that would constitute an offence under applicable anti-slavery and human trafficking laws.

19. Customer services

If you are unhappy with any aspect of our service, please contact the Head of Marketing at Vistra (Scotland) Limited, 4th Floor, 115 George Street, Edinburgh, EH2 4JN. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

20. Miscellaneous

You shall not assign or transfer all or any parts of your rights, benefits and/or obligations under these Standard Terms, or grant securities over or otherwise deal with any interest in these Standard Terms, except with our express prior written consent.

If any of these Standard Terms are determined by any competent binding authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

These Standard Terms, any Relevant Terms (if applicable), the Data Processing Addendum (if applicable) and any document expressly referred to in them represent the entire agreement between you and us in relation to the provision of services and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing, regarding such subject matter.

You and we each acknowledge that neither you nor we have relied on any representation, statement, undertaking or promise given by the other or be implied from anything said or written in negotiations between you and us except as expressly stated in these Standard Terms, any Relevant Terms and/or the Data Processing Addendum.

21. Changes to Standard Terms

We reserve the right to make changes to these Standard Terms from time to time and you agree to be bound by such changes.

22. Jurisdiction

Contracts between us will be concluded in the English language and our relationship with you will be governed by law of Scotland and will be subject to the exclusive jurisdiction of the Scottish courts.

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