

LANDMARK SCOTLAND – MATERIAL INFORMATION - TERMS & CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, the following terms have the following meanings:

"Business Day" means a day other than a Saturday, Sunday or public holiday in Scotland, when banks in Edinburgh are open for business.

"Charges" means charges payable by the Customer for the supply of Services in accordance with clause 5.

"Company" means Landmark Information Group Limited (registered no. 02892803) (trading as "Landmark Scotland") whose registered office is at 7 Abbey Court, Eagle Way, Sowton Industrial Estate, Exeter, Devon, EX2 7HY.

"Conditions" means the terms and conditions set out in this document as amended from time to time in accordance with clause 2.4.

"Content" means any data, computing and information services and software, and other content and documentation or support materials and updates included in and/or supplied by the Company (including through the Websites and as part of the Services) and shall include both material developed by or on behalf of the Company and/or any Supplier.

"Contract" means the contract between the Company and the Customer for the supply of Services in accordance with these Conditions.

"Customer" means the person or entity who purchases Services from the Company.

"Data Protection Legislation" unless and until the General Data Protection Regulation ((EU 2016/679) ("GDPR")) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended from time to time, in the UK including but not limited to the Data Protection Act 2018, and then any successor legislation to the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and "Personal Data", "Data Subject", "Controller", "Process" and "Processor" shall have the meanings given under such Data Protection Legislation.

"End User" has the meaning set forth in Clause 3.7.

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Order" means the Customer's request for Services to be provided by the Company to the Customer, which can be placed by completing the online order form.

"Services" means the provision of any service by the Company pursuant to these Conditions, including without limitation, the use of the Website (whether or not a paid service is purchased) and/or any Content.

"Supplier" means a third party whose reports, data, information, software or other material are supplied or relied on as part of the Services.

"Supplier Terms" the additional terms and conditions for the Services (if any) as set out in the Annexes to these Conditions and including any further third party terms and conditions, as provided to Customer in writing from time to time, in respect of any third party data, products or services comprised in the Services, as the same may be amended by the Company or Suppliers from time to time and provided to the Customer in writing.

"Third Party Content" means the services, software, data, information and other content or functionality provided by Suppliers and linked to or contained in the Services.

"Third Party Content Terms" the terms and conditions, as set out at [Landmark-Dataset-Specific-Annexes_v11.0_18_10_2022_FINAL.pdf](#) that are specific to Third Party Content, are required by the Suppliers of such Third Party Content and which take precedence over these Terms in the event of any inconsistency

"Website" means any of the websites of the Company from which the Customer can submit Orders for the Services and view the progress of each Order (the current addresses of which are agent.landmark.co.uk).

1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.3 Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4 A reference to writing or written includes email.

2. BASIS OF CONTRACT

2.1 These Conditions (including, where applicable, the Supplier Terms) govern the relationship between the Customer and the Company and the Customer and a Supplier where the Customer obtains Services from the Company.

2.2 The Customer's Order constitutes an offer by the Customer to purchase the Services in accordance with these Conditions on the terms of these Conditions. The Customer's Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.3 The Customer may be required to register its details and/or open an account to access or order certain Services. Registration by the Customer and the Customer's use of such Services shall be deemed acceptance of these Conditions in relation to the use of such account(s). The Customer shall ensure that all information provided when registering is up to date, true, accurate and complete. The Company reserves the right to suspend or terminate the Customer's access to the Websites or block the Customer's ability to place Orders in the event of any breach of this clause 2.3. Each registration is for a single user only. The Customer is not permitted to share its user name and password with any other person nor with multiple users on a network. It is the Customer's responsibility to maintain the confidentiality of its password and the Customer shall be held responsible for all activity that occurs under its user name and password. The Company will not be liable where the Customer's password is used by someone else. The Customer must notify the Company immediately of any unauthorised use of its password and any breach of security as soon as it becomes aware of it.

2.4 The Company may modify these Conditions, and may discontinue or revise any or all other aspects of the Services at its sole discretion, with immediate effect and without prior notice, including without limitation changing the Services available at any given time. The Company will publish any amendment or variation to these Conditions on its Websites. Continued Orders of the Services or continued use of the Websites by the Customer shall be deemed an acceptance by the Customer to be bound by any such amendments to the Conditions.

2.5 These Conditions together with the Supplier Terms, the Order (if applicable) and the

Company's privacy policy (which is available on the Websites) constitute the entire agreement between the parties relating to the supply of Services to the Customer by the Company. The Customer acknowledges that they have not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in these Conditions, the Supplier Terms, the Order or the Company's privacy policy. Nothing in this clause 2.5 shall limit or exclude any liability for fraud.

2.6 These Conditions including the Supplier Terms shall prevail at all times to the exclusion of all other terms and conditions including any terms and conditions which the Customer may purport to apply even if such other provisions are submitted in a later document or purport to

exclude or override these Conditions and neither the course of conduct between parties nor trade practice shall act to modify these Conditions.

3. SERVICES AND LICENSED USE

3.1 The Services shall be provided in accordance with any specification provided on the Websites and/or in accordance with the Order.

3.2 The Company shall use all reasonable endeavours to meet any performance dates specified on the Websites (including the Order pages), the Company's written acceptance of the Order or within any other written communication issued by the Company to the Customer, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 The Company reserves the right to amend the Services (including any specification provided) where necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.

3.4 The Company hereby grants the Customer a non-exclusive, perpetual, revocable, non-transferable licence (without rights to sub-license to any third party other than End Users) to use the Content and the Services in accordance with these Conditions solely for the internal administration and operation of the Customer's business ("Business Use").

3.5 The Services and Content are provided subject to the provisions of the Supplier Terms in respect of certain third party Content. In the event of any ambiguity or inconsistency as between these Conditions and the Supplier Terms, the Supplier Terms shall prevail.

3.6 Subject to clause 3.8, the Customer acknowledges and agrees that the Services and the Content contain information that is current as at the date of issue. Neither the Customer, nor any client or any other person may rely on the Services or the Content as a statement of any future state of affairs unless otherwise specified in the Order or the relevant Supplier Terms.

3.7 Subject to clause 3.8, the Customer shall be permitted to:

3.7.1 make and store electronic or hard copies of the Content for its Business Use;

3.7.2 incorporate the Content into written advice prepared by the Customer in the normal course of its business; and

3.7.3 disclose the Content in the normal course of the Customer's business to:

3.7.3.1 any client of the Customer in respect of whom or for whom the order was made;

3.7.3.2 any person to which the Content relates or to any person (or persons) who is/are acquiring (or is/are considering acquiring) an interest in or charge over the property to which the Content relates; or

3.7.3.3 any person who acts in a professional or advisory capacity to any person identified in Clause 3.7.3.1 and 3.7.3.2;

any person or persons falling into any of the above categories, shall be an "End User" of the Content.

3.8 The Customer may only provide the Content to an End User for a directly corresponding Order. The Customer acknowledges and agrees that the Services are provided to the Customer for the Customer's benefit. The Content may only be provided to the End User "as is" and for information purposes only. The Company accept no responsibility and shall not be liable to the Company or any End User for any loss or claims arising out of or in connection with any reliance placed by the End User on the Services. The Customer agrees to fully indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Company arising out of or in connection with any claim brought by an End User against the Company arising from their reliance on or use of the Services and/or Content.

3.9 The Customer shall not store the Content (or extracts or elements thereof) in any database (other than as required for tracking and auditing service performance or for legal or regulatory compliance purposes) or make ongoing/multiple uses of the Content to populate other unrelated Orders or otherwise. A breach of this provision shall be deemed irreparable and the Company will have the right to immediately terminate this Contract pursuant to Clause 11.1.1 in the event of any such breach.

4. CUSTOMER OBLIGATIONS

4.1 The Customer shall take all reasonable steps to check that the details that it provides in relation to an Order are complete and correct. Neither the Company nor any Supplier shall have any liability for errors or omissions in information provided by or on behalf of the Customer.

4.2 The Customer shall not hold itself out as the agent of the Company or of the Suppliers or as having any of its activities endorsed by the Company.

4.3 The Customer shall ensure that acknowledgements of copyright and database right ownership are included in a conspicuous position in all copies of the Content. The Customer may not delete any of the Company's or the Suppliers' intellectual property protection notices (including without limitation copyright notices or trade marks) from the Content.

4.4 The Customer shall not reverse engineer, separate or otherwise tamper with the Content so that Content can be extracted and used for any purpose outside the scope of the Contract.

4.5 The Customer agrees that the licensed use of Content pursuant to the Contract always excludes its use by any of the Customer's subsidiaries, holding companies or subsidiaries of such holding companies (as such terms are defined in section 1159 of the Companies Act 2006). The Customer agrees, and shall procure, that any such company or entity shall issue a separate Order to the Company.

4.6 The Customer agrees that it will not use the Content and Services (including without limitation the Websites) in any way that may lead to the encouragement, procurement or carrying out of any criminal or unlawful activity or do anything that may cause damage to the Website or the Company's servers, systems or equipment or those of third parties, nor access any users' data or penetrate or circumvent any Website security measures or attempt to do any such acts.

5. CHARGES

5.1 The Charges for the Content will be the charges indicated on the Order pages prior to placing an Order.

5.2 Unless otherwise indicated, all Charges are exclusive of amounts in respect of value added tax (VAT) for which the Customer shall be additionally liable at the applicable rate from time to time.

5.3 The Company may invoice the Customer for the Services and the Content on or at any time after delivery of the Content.

5.4 Where the Customer has completed a direct debit mandate and consented to the Company collecting payment for Services and Content via direct debit, the Company shall collect payment to settle the invoice by direct debit from the account authorised by the Customer.

5.5 Unless the invoiced sums are discharged via direct debit, the Customer shall pay each invoice:

5.5.1 within 30 days of the date of the invoice; and

5.5.2 in full and in cleared funds to a bank account nominated in writing by the Company.

5.6 If the Customer fails to pay by the due date any amount due and payable by the Customer under the Contract, the Company shall be entitled, but not obliged to, charge the Customer interest on the overdue amount, payable by the Customer immediately on demand, accruing on a daily basis from the due date up to the date of actual payment, after as well as before judgment, at the rate and fixed sum compensation set out in the Late Payment of Commercial Debts (Scotland) Regulations 2002 and 2013.

5.7 The Company reserves the right to increase the Charges from time to time. The new prices shall be indicated on the Order pages prior to placing an Order. Any price changes will apply to Orders placed after the change is applied and price changes shall not be applied retrospectively.

5.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If all amounts due under the contract are not paid the Company may at its absolute discretion terminate the Contract at any time.

6. CONFIDENTIAL INFORMATION

6.1 Subject to any use of the Content and Services in accordance with the Contract, the Customer acknowledges and agrees that it shall, and shall procure that any person to whom it provides access to the Content and Services shall, treat as strictly private and confidential the Services, the Content and all information which they obtain from the Services and Content and the Customer agree to use adequate technical and organisational measures to protect the Content from unauthorised use.

7. DATA PROTECTION

7.1 Both parties will comply with all applicable requirements of all applicable Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations under any applicable Data Protection Legislation.

7.2 Each party acknowledges and agrees that they are both independent Controllers in relation to any Personal Data that each party respectively processes and that each party shall comply with all Data Protection Legislation in respect of any such processing.

7.3 To the extent that it is necessary for the Customer to share Personal Data with the Company in connection with the performance of its obligations under this Contract, the Customer shall:

7.3.1 ensure that it has all necessary notices and consents or other lawful basis from Data Subjects to enable the lawful transfer of Personal Data to the other party;

7.3.2 give full information to any Data Subject whose Personal Data may be processed under this Contract of the nature of such Processing;

7.3.3 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data; and

7.3.4 report immediately a serious breach or loss of relevant data to the Company.

7.4 In the event that a Data Subject wishes to exercise its rights of access (or any other rights) under the Data Protection Legislation in respect of Personal Data, the parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with

such rights of Data Subjects and to respond to any other queries or complaints from Data Subjects.

7.5 The Company acknowledges and agrees that to the extent it acts as a Processor (or sub Processor) in connection with the Personal Data Processed in connection with the Contract, it shall:

7.5.1 Process the Personal Data only to the extent necessary for the purposes of performing its obligations under these Conditions and otherwise in accordance with the Customer's reasonable and lawful documented instructions and applicable laws;

7.5.2 not Process the Personal Data in any country outside the European Union (or following any exit of the United Kingdom from the European Union outside the combined area of the United Kingdom and the European Union) unless the Company has ensured that there are appropriate safeguards in relation to the transfer and processing in accordance with Data Protection Legislation;

7.5.3 take reasonable steps to ensure that, in addition to any confidentiality provisions in these Conditions, all persons authorised by the Company to Process the Personal Data are subject to appropriate duties of confidentiality;

7.5.4 have appropriate technical and organisational measures in place to protect any Personal Data against unauthorised or unlawful processing and against accidental loss, alteration, destruction or damage;

7.5.5 have appropriate technical and organisational measures to assist the Customer, where reasonably requested by the Customer (and at the Customer's cost) and to the extent possible, with fulfilling the Customer's obligations to respond to requests from a Data Subject for access to, rectification, erasure or portability of, or for restriction of, or objections to, the Processing of, that Data Subject's Personal Data (taking in to account the nature of the Processing);

7.5.6 assist the Customer, where reasonably requested by the Customer (and at the Customer's cost) and to the extent possible, with the Customer's compliance obligations in respect of security of Personal Data, notifications of breaches of Data Protection Legislation to supervisory authorities, communications of breaches of Data Protection Legislation to Data Subjects, the carrying out of data protection impact assessments and any consultations with supervisory authorities;

7.5.7 cease Processing (other than the Company's (a) continuing to store and (b) deleting or returning the Personal Data in accordance with these Conditions) the Personal Data in connection with these Conditions on the termination of the Contract and at the Customer's request (and at the Customer's cost), delete or return all Personal Data (only to the extent processed on behalf of the Customer as Processor) to the Customer unless applicable laws require their retention;

7.5.8 make available to the Customer information reasonably necessary to demonstrate compliance with the obligations set out in this clause 7.5 and where requested by the Customer (and at the Customer's cost) allow for and contribute to audits, including inspections, conducted by the Customer or its representative; and

7.5.9 without undue delay after having become aware, notify the Customer of any unauthorised or unlawful Processing of any of the Personal Data to which this clause 7.5 applies and of any loss or destruction or other damage and shall take reasonable steps to mitigate the detrimental effects of any such incident on the Data Subjects and co-operate with the Customer in dealing with such incident and its consequences.

7.6 The Customer acknowledges and agrees that the Company may engage third party sub Processors in connection with the Processing of such Personal Data and in order to meet its obligations under these Conditions from time to time. In such circumstances the Customer hereby authorises the Company to engage with such third-party sub processors and in respect of the Company's use of sub Processors. The Company will maintain a list of sub Processors, a copy of which will be provided upon request. The Company shall remain fully liable to the Customer for the acts and omissions of a sub processor.

7.7 The Company shall be entitled to use anonymous data created from data produced under these Conditions for the Company's business purposes (including reporting on, developing and improving the performance and levels of usage and reporting on the revenue of the Services (provided that such use does not identify the Customer or any living person identified in the Personal Data). This clause 7.7 shall survive termination of the Contract.

8. LIABILITY

8.1 The Company does not exclude or restrict its liability for personal injury or death caused by negligence or for fraud or any other liability the exclusion or restriction of which is expressly prohibited by law.

8.2 The Company shall use all reasonable skill and care in providing the Content to the Customer, however, it is provided on the express basis that the Content is derived from third party sources and the Company does not warrant the accuracy or completeness of any information or Content provided. Such Content is provided specifically from the sources as described by the Company and the Company does not claim that these represent an exhaustive or comprehensive list of all sources that might be consulted.

8.3 Should the Customer become aware of any defect in the Content it must notify the Company within seven days of receipt of the relevant Content. If the Company is satisfied that there is a defect in the Content, it shall remedy that defect by updating the Content in accordance with its normal production schedule, or by notifying the Suppliers accordingly. Save for the Customer's rights under clause 8.2, this will be the Customer's sole remedy and the Company's sole liability for such defects.

8.4 As most of the Content is provided to the Company by others, the Company cannot control its accuracy or completeness nor is it within the scope of the Services to check the information, accordingly the Company shall only be liable for loss or damage caused by its breach of clauses 8.2 or 8.3 or by its negligence or wilful default and, save as set out in clause 8.1, the Company shall not in any other circumstances be liable for any inaccuracies, omissions or faults nor shall the Company have any liability if the Content is used otherwise than strictly in accordance with these Conditions and the licence set out herein.

8.5 Save as set out in clause 8.1, the Company shall not be liable in contract, delict (including negligence) or for breach of statutory duty or in any other way in connection with the Contract for:

8.5.1 any indirect or consequential losses;

8.5.2 loss arising from or in connection with loss of revenues, profits, contracts or business or failure to realise anticipated savings; or

8.5.3 loss of goodwill or reputation.

8.6 Without prejudice and subject to the foregoing provisions, the Company's total liability in contract or delict (including negligence) or for breach of statutory arising out of or in connection with the Contract shall not exceed an aggregate amount of £10 million (ten million pounds).

8.7 The Company does not warrant that the supply of Content will be uninterrupted or error free or provide any particular facilities or functions or that the Content will always be complete, accurate, precise, free from defects, software viruses, be free of error from computer malfunction, inaccurate processing or corruption of Content whilst geo-coding, processing by computer or electronic means or in the course of transmission or similar although the Company will use reasonable endeavours to correct any such issues within a reasonable period of them becoming known (which may be limited to notifying the relevant Supplier). Time shall not be of the essence in providing the Content and/or the Services.

8.8 It is the Customer's responsibility to ensure that the Content ordered is suitable for the intended purpose. The Customer shall not hold the Company responsible for its selection or retention of Content.

8.9 The Customer acknowledges and agrees that, save as otherwise stated in any Supplier Terms, neither the Customer nor any End User shall have any claim or recourse against any Supplier of third party Content.

8.10 The Customer acknowledges and agrees that the Company does not warrant that the online supply of Website, Content or Services or any internet ordering service will be: uninterrupted or error free or provide any particular facilities or functions; free from defects; free from software viruses; free of error from computer malfunction, inaccurate processing; free from corruption of data whilst geo-coding, processing by computer or electronic means or in the course of transmission; or similar, although the Company will use reasonable endeavours to correct any such issues within a reasonable period of them becoming known (which may be limited to notifying the relevant Supplier). The Company will not be liable to the Customer or to any other person in the event that all or any part of Websites is discontinued, modified or changed in any way.

8.11 Unless expressly stated in this licence, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from these Conditions.

9. WARRANTIES

9.1 The Company warrants that:

9.1.1 the Services will be performed with reasonable skill and care;

9.1.2 it is authorised to provide the Services on the terms set out in these Conditions; and

9.1.3 the Company does not warrant that the Services will meet the Customer's individual requirements or the individual requirements of the End Users and the Customer acknowledges that it is the responsibility of the Customer (or the End User) to ensure that the Services and/or any Order (including without limitation the property identification).

9.2 The Customer warrants that:

9.2.1 any information supplied by the Customer when completing and submitting an Order is true, accurate and complete and that it will promptly notify the Company in writing of any changes in such information;

9.2.2 it will not allow any third party to use any Content save as is expressly permitted under these Conditions; and

9.2.3 it is authorised to receive the Services on the terms set out in this Contract; and

9.2.4 in its use of the Services it will comply with all applicable laws, regulations and codes of practice; and

9.2.5 will keep confidential and secure all user names and passwords used in relation to the Services; and

9.2.6 it will obtain and maintain suitable equipment including hardware, software and communication links necessary to allow the Customer to access the Services and receive electronic communications from the Company.

9.3 The terms set out in this Contract are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights to any Service, Content and the Websites are and shall continue to be owned by the Company or the Company's licensors (including the Suppliers) and nothing in the Contract shall transfer, assign or grant any right to the Customer (save for the licence set out in clause 3.4). The Customer undertakes that it shall not at any time make any copy of any such material or otherwise deal with such material or disclose the same whether directly or indirectly to any third party except in accordance with these Conditions.

10.2 The Services, Content and the Websites include names, images and logos identifying the Company and names of its licensors and relevant Suppliers or its/their products and/or services. The Customer acknowledges and agrees that such are proprietary marks which may not be reproduced, used, altered or adulterated (so as to remove, reduce in size or obliterate such logos and names) without express permission.

11. TERMINATION

11.1 The Company may terminate the Contract (and the licence granted within) at any time and with immediate effect by giving the Customer written notice:

11.1.1 if the Customer is in breach of these Conditions and, if such breach is capable of remedy, the Customer fails to remedy the breach within 30 days of written notice from the Company specifying the breach and requiring it to be remedied;

11.1.2 if the Customer has a receiver or administrative receiver or administrator appointed over it or any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or if a court of competent jurisdiction shall make an order to that effect or if the Customer becomes subject to an administration order or enter into a voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business or if the Customer is presented with a bankruptcy petition; or

11.1.3 if the Company or a Supplier loses its right to licence the Content (or any part of it).

11.2 In the event of termination of the Contract:

11.2.1 the Customer shall, subject to clause 11.2.3, immediately cease to use the Content and/or the Services;

11.2.2 the Customer shall, subject to clause 11.2.3, within 30 days of such termination, destroy all Content in any media which the Customer holds or for which the Customer is responsible and provide, at the Company's request, a sworn statement by a duly authorised person that the Customer no longer holds such Content;

11.2.3 except in the event of termination by the Company under clause 11.1, the Customer may retain the Content in an archive for the sole purpose of addressing a complaint or challenge from a regulator or other third party regarding its use of such Content during the term of the Contract. The Customer's rights are on condition that: (a) they do not apply to Content that include third party intellectual property rights; (b) the Customer shall not disclose Content retained under this clause 11.2.3 to any regulator or other third party except strictly to the extent necessary for the relevant purpose and in paper or read-only electronic format only; (c) the Customer must store such Content separately from any other Content which it holds; and (d) subject to clause 8.1, the Company shall have no liability for the Customer's use of it following termination of the Contract; and

11.2.4 the parties shall have no further obligations or rights under the Contract, without prejudice to those which have accrued to either party prior to termination save that clauses 1, 2.5, 2.6, 6, 8, 9, 10, 11, 18 and 19 together with those other clauses the survival of which is necessary for the interpretation or enforcement of this Contract or which by their nature can be reasonably interpreted as surviving termination of the Contract, shall continue to have effect after termination.

11.3 Should the Company or any Suppliers wish to verify that the Customer has complied with its obligations under clause 11.2., the Customer agrees to give the Company and/or Suppliers during the period of 90 days following termination of the Contract full and free access to such premises and equipment over which the Customer has custody, ownership, power or control during normal business hours so as to enable the Company or any Supplier to verify compliance with clause 11.2. If the Company or the Supplier discovers that the Customer has not complied with its obligations under clause 11.2, the Company shall be entitled to charge the Customer a corresponding proportion of its then licence fee in respect of the Content.

11.4 For the avoidance of doubt, any Supplier shall be entitled to enforce any term of these Conditions at any time during the term or following termination as if it were a party to the Contract.

12. ASSIGNATION AND SUB-CONTRACTING

12.1 The Company shall be entitled to assign or transfer the Contract as it sees fit.

12.2 The Customer shall not assign, transfer, sub-licence or otherwise deal with any of its rights and obligations under the Contract without the prior written consent of the

Company.

12.3 The Company may authorise or allow its contractors and other third parties to provide the Services (or any part of them) and to perform its obligations and exercise its rights under these Conditions without the prior consent or notification of the Customer.

13. FORCE MAJEURE

13.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control including Covid-19 related reasons.

14. VARIATION

14.1 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. WAIVER

15.1 15.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16. SEVERENCE

16.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. If any provision or part-provision of this Contract deleted under this clause 15.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. NOTICES

17.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or sent by email to the address specified in Order (in the case of the Customer) or at seniorcomplianceofficer@landmark.co.uk in respect of the Company.

17.2 Any notice or communication shall be deemed to have been received:

17.2.1 if delivered by hand, at the time the notice is left at the proper address;

17.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

17.2.3 if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 17.2.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

18. THIRD PARTY RIGHTS

18.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 for any third party to enforce or otherwise invoke any term of the Contract.

19. GOVERNING LAW AND JURISDICTION

19.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of Scotland.

19.2 Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.