

## TERMS AND CONDITIONS FOR USE OF THE WEBSITE SCOTEID.COM AND THE SCOTEID.COM DATABASE

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 to (i) the entire contents of the website under the domain names "Scoteid.com" and "Scoteid.co.uk" ("Website"); (ii) the entire contents of the ScotEID Database which is to be found on the Website whether in electronic or hard copy form or otherwise ("Database"); (iii) any correspondence between ScotEID and you or your employees or agents and (iv) any information or materials received by you or your employees from ScotEID and SAOS. Please read these terms and conditions carefully before using the Website and/ or the Database. Using the Website and/ or the Database indicates that you accept these terms regardless of whether or not you choose to register with the 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 binding on you.

### 1. DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions the following definitions shall apply unless the context requires otherwise:-

"APHA" means the Animal and Plant Health Agency;

"BES" means Beef Efficiency Scheme;

"Business Movements" means a cattle movement between (i) a main holding and one of its additional holdings; or (ii) two additional holdings of the same main holding;

"BVD" means Bovine Viral Diarrhoea;

"BVD Order" means the Bovine Viral Diarrhoea (Scotland) Order 2013 as amended from time to time (<http://www.legislation.gov.uk/ssi/2013/3/made>);

"BVD Legislation" means the BVD Order and all other legislation applicable in Scotland relating to the BVD eradication scheme;

"CCP" means Critical Control Points as defined in the Sheep Order;

"CHeCS" means Cattle Health Certification Standard;

"CTS" means Cattle Tracing Service;

"EID" means electronic identification;

"Group" means any of Scottish Pig Producers Limited, ScotLean Pigs Limited and KARRO Food Group Limited and each of their successors;

"Operator" means a person responsible for animals at any time (whether such animals are on a holding or not) including, but not limited to, a buying agent or a dealer of animals and/or those responsible for animals in transit, at a lairage, at a market, or at a collection centre;

"Pig Order" means the Pigs (Records, Identification and Movement) (Scotland) Order 2011 as amended from time to time (<http://www.legislation.gov.uk/ssi/2011/327/made>);

"QMS" means Quality Meat Scotland established under The Quality Meat Scotland Order 2008 (S.S.I 2008. No. 77);

"QMS Status" means either "Scotch Assured", "Farm Assured" or "Non Assured" as determined by SFQC in accordance with QMS Assurance Scheme Standards;

"RPID" means The Rural Payments and Inspections Division: Agriculture, Food and Rural Communities Directorate, a part of the Scottish Government;

"SAMU" means the Scottish Animal Movement Unit;

"SFQC" means Scottish Food Quality Certification Limited or any successor thereto as assessors under the QMS Assurance Scheme;

"Sheep Order" means The Sheep and Goats (Records, Identification and Movement) (Scotland) Order 2009;

"writing" includes facsimile transmission, e-mail or comparable means of communication;

“you” means the Operator, keeper, person or organisation (and their or its employees and officers) registered with ScotEID or accessing the Website, and includes any agent, laboratory, or veterinary practice/ veterinary surgeon 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 (including, without limit, orders) 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 health and traceability of farm livestock and equines in Scotland.

## **2. REGISTRATION**

- 2.1 You may access some areas of the Website without registering your details on the Website. With the exception of the BVD look-up, BVD PI locations and the Scotch Potential Eligibility Cattle Checker facility you may only access the Database online if you register your details on the Website.
- 2.2 You can register your details on the Website by completing the registration form (“Registration”) at <http://www.scoteid.com/user/register>. You may gain assistance with registration by telephone to the ScotEID information centre on 01466 794323. Each registration is for a single user only.
- 2.3 You undertake that all the details you provide to ScotEID on the Registration are true, complete and accurate.
- 2.4 By submitting your Registration you are responsible for maintaining the confidentiality of your passwords for the Website. Upon becoming aware of any unauthorised use of your passwords you must re-set your passwords immediately. Please inform ScotEID immediately if you discover any other breach of security on the Website. You must take all actions that ScotEID reasonably deems necessary to maintain or enhance the security of the Website and the Database. ScotEID shall have no liability for any activities that occur on your account 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 By submitting your Registration you agree to give feedback to ScotEID on the Website and/ or Database on ScotEID’s reasonable request.
- 2.6 By submitting your Registration you accept that you may be contacted by ScotEID and other organisations for research and compliance purposes. Your personal information will be handled in accordance with our Data Protection Policy.
- 2.7 You agree that other persons registered with ScotEID may view data relating to the livestock kept by you other than data recorded and maintained by you on the Database that is specific to your participation in the BES.
- 2.8 For the avoidance of doubt, paragraph 2.7 shall apply to you irrespective of whether you have registered with ScotEID on the Website.

**3. REGISTRATION BY OPERATORS AND KEEPERS OF SHEEP**

The provisions of this clause 3 shall only apply to keepers and Operators (where applicable) of sheep. You:

- 3.1 acknowledge that in order for ScotEID to sample and verify information, access to your farm holdings for research purposes may exceptionally be required with your consent;
- 3.2 agree to co-operate and assist at CCPs and, if necessary, to resubmit your sheep for electronic reading if any of the equipment at such CCPs fails or the accuracy of their readings would benefit from re-testing;
- 3.3 shall be responsible for and agree to comply with any legislation or regulations governing your keeping of sheep, including, without limit, Part 4 of the Sheep Order;
- 3.4 acknowledge that the accuracy of the information contained on the Database must be checked by You. Neither ScotEID, SAMU, nor the CCP shall have any responsibility in respect thereof; and
- 3.5 agree to regularly check movements and other records of your flock on the Database on the Website for accuracy and that the information submitted to ScotEID shall be true and accurate. If it comes to your attention that the Website contains erroneous information about you or your livestock, or holdings you are associated with, you agree to notify ScotEID of the error as soon as reasonably practicable.

**4. REGISTRATION BY OPERATORS AND KEEPERS OF PIGS**

The provisions of this clause 4 apply to keepers and Operators (where applicable) of pigs. You:

- 4.1 shall be responsible for and agree without limit to comply with (i) article 7 concerning Marking of Pigs moved off a holding and (ii) article 12 concerning Notification, of the Pig Order, and any legislation or regulations governing your keeping of pigs, including, requirements for movement of pigs;
- 4.2 acknowledge that the accuracy of the information contained on the Database must be checked by You. Neither ScotEID nor the Group shall have any responsibility in respect thereof; and
- 4.3 agree to regularly maintain all the movements and other records of your pigs on the Database on the Website and that all the information submitted to ScotEID in relation thereto shall be true and accurate. If it comes to your attention that the Website contains erroneous information you agree to notify ScotEID of the error as soon as reasonably practicable.
- 4.4 Pig identification and registration guidance for keepers in Scotland can be found on:  
[https://www.scoteid.com/Public/Documents/pigs/PRIMO\\_guidance\\_for\\_keepers\\_final.pdf](https://www.scoteid.com/Public/Documents/pigs/PRIMO_guidance_for_keepers_final.pdf)

**5. REGISTRATION FOR BVD TRACEABILITY**

- 5.1 The provisions of this clause 5.1 shall apply to keepers and Operators (where applicable) of livestock that have information recorded about their livestock on the Database in relation to BVD. You:

- 5.1.1 acknowledge that information is recorded relating to your livestock on the Database in accordance with Part 5 of the BVD Order;
- 5.1.2 shall be responsible for and agree to comply with the BVD Legislation and you shall be responsible for and agree to procure that your agents comply with Part 3 and Part 4 concerning the reporting of tests and BVD findings and status;
- 5.1.3 further acknowledge that the movement data will be updated periodically, currently approximately daily, and is therefore not immediate real time information;
- 5.1.4 accept that ScotEID will maintain the negative status of a holding where, acting in good faith, ScotEID's receipt of the test results reported to ScotEID confirm that there is no, or no reported risk of, a persistently infected animal on the holding;

- 5.1.5 accept that ScotEID (acting in good faith based on the information supplied to it) will change a holding status as soon as reasonably practicable after receiving notification that there is a persistently infected (BVD category 4) animal on that holding or if an animal is an animal at risk which has not been tested for infection after forty days at the holding (an animal at risk being an animal (i) from a Scottish not negative holding; (ii) from a non-breeding holding; or (iii) imported to Scotland without an antigen/virus test) or if there is a not negative status in relation to a holding for a continuous period of 15 months (the status will show the relevant holding entering into a compulsory BVD investigation process (“**CBI Process**”));
- 5.1.6 acknowledge that veterinary practices registered with ScotEID or persons or organisations accredited by CHeCS (“**CHeCS Source**”) will have the ability to input or amend the status of any holding directly on the Database;
- 5.1.7 ScotEID does not verify that a veterinary practice or CHeCS Source is engaged by any particular Operator and keeper;
- 5.1.8 accept that ScotEID takes no liability in relation to any input or amendment of a holding’s status made by a vet or veterinary practice or CHeCS Source;
- 5.1.9 accept that, where a veterinary practice or laboratory or CHeCS Source has inputted or amended the status of a holding, a change in the status of a holding will only be implemented by ScotEID upon the receipt of verification from a vet (who has passed the BVD CPD training course) that there is no BVD infection on that holding;
- 5.1.10 acknowledge that the accuracy of the information relating to your livestock contained on the Database is your responsibility and must be checked by you. ScotEID, its employees and agents, shall not have any responsibility in respect thereof. If it comes to your attention that the Database contains inaccurate information, you agree to notify ScotEID of the error as soon as reasonably practicable and to provide ScotEID with satisfactory evidence that the Database should be corrected;
- 5.1.11 acknowledge that ScotEID has no responsibility to notify you of a new or changed individual, herd or holding status;
- 5.1.12 acknowledge that in order for SAOS to gather and verify information for research purposes, access to your farm holdings may exceptionally be required with your consent;
- 5.1.13 are responsible for checking the accuracy of the BVD status of your animals on the Database and ensuring that any inaccurate information is reported to ScotEID and the Database is corrected prior to the movement of livestock; and
- 5.1.14 where applicable, you shall complete and sign a declaration in relation to your herd for the BVD Eradication Scheme and promptly provide ScotEID with a copy of this declaration.
- 5.2 The provisions of this clause 5.2 shall apply to veterinary practices and CHeCS Sources that are recording livestock information on the Database in relation to BVD. By registering with ScotEID you:
- 5.2.1 agree that you shall only input or amend a holding status directly on the Database that belongs to a keeper or an Operator who you have been engaged by; and
- 5.2.2 warrant, by inputting or amending a holding status directly on the Database, that the veterinary surgeon instructing the input or amendment is a registered veterinary surgeon who has passed the BVD CPD training course provided by SRUC.

## 6 BVD LOOKUP AND BVD PI LOCATIONS

- 6.1 You accept that the BVD status and/or BVD persistently infected location assigned to a herd or holding is not a guarantee of individual animal status or holding status and may change as a result of certain circumstances such as those detailed in clauses 5.1.5 and 5.1.6 (the only way to be certain of an individual animal status is for the animal to have an individual virus test).
- 6.2 BVD positive holdings and persistently infected locations will be displayed on the Website and can be viewed by all users of the Website. Persistently infected locations will have its CPH number, county and parish displayed on the Website. This information is publicly available to protect the public interest, control disease in animals and to provide information to neighbouring holdings in order to help protect negative status herds.
- 6.3 You shall be responsible for familiarising yourself with the BVD Eradication Scheme Phase 5 Guidance which can be found at <https://www.gov.scot/publications/guidance-bvd-eradication-scheme-phase-5-december-2019/> (and any subsequent updates) and complying with the BVD Legislation BVD Order 2019.
- 6.4 Should any of your animals have a not negative status for a continuous period of around 13 months, ScotEID may send you a notification that your holding will enter into a CBI Process should any of your not negative animals remain not negative for a continuous period of 15 months.
- 6.5 Where your holding enters into a CBI Process, your holding's information on the Database will confirm this and APHA, the relevant vet, local authority and/or the relevant laboratory may also receive such notification that your holding has entered into a CBI Process. Your holding shall remain not negative until the relevant vet declares to ScotEID that the animals on your holding are negative following testing of your herd at your not negative holding. For the avoidance of doubt, any uploading of a negative test result to the database will not automatically change your holding status. ScotEID must receive a declaration from the vet confirming the negative status following testing before such status can be amended on the Database.

## **7 SCOTCH POTENTIAL ELIGIBILITY CATLE CHECKER**

- 7.1 You agree that data relating to QMS Status obtained from QMS will be displayed on the Database. You further acknowledge that this data will be updated periodically, currently approximately every day and is therefore not immediate real time information.
- 7.2 You acknowledge that data obtained from CTS will be updated periodically, currently approximately daily, and is therefore not immediate real time information (please see update re CTS at clause 11.1).
- 7.3 You accept that ScotEID, (acting in good faith based on the information supplied to it), will maintain reference to the Scotch Assured status of an animal.
- 7.4 You accept that the QMS status assigned to an animal on the ScotEID Database is not a guarantee of that individual animal's QMS status. Should you require such a guarantee, you should approach QMS. If it comes to your attention that the Database contains inaccurate information relating to your livestock, you agree to notify ScotEID and QMS of the error as soon as reasonably practicable and to thereafter satisfy yourself that the Database has been promptly corrected. You accept that ScotEID may consult with QMS about your animal's QMS status.
- 7.5 You acknowledge that ScotEID has no responsibility to notify you of a new or changed QMS status of an animal.

## **8. BEEF EFFICIENCY SCHEME**

- 8.1 The BES is a voluntary scheme. Registration for this scheme is currently closed. BES is a Scottish Government scheme and ScotEID undertakes to act in good faith in relation to it but beyond that no warranty or representation in respect of it, or any endorsement of this or any other government or third party scheme or project is given to you by ScotEID or SAOS.
- 8.2 The provisions of this clause 8.2 shall apply to keepers and Operators (where applicable) of livestock that participate in the BES. You:

- 8.2.1 warrant that all the details you provided to ScotEID on pre-registration were true, complete and accurate;
- 8.2.2 undertake that all the details and data you provide to ScotEID throughout the duration of the BES are provided in a timely manner and are true, complete and accurate (or where you are required to estimate data, you undertake to do so to the best of your ability);
- 8.2.3 acknowledge that the accuracy of the BES data relating to your livestock contained on the Database is your responsibility and must be checked by you. ScotEID, its employees and agents, shall not have any responsibility in respect thereof. If it comes to your attention that the Database contains inaccurate information, you agree to notify ScotEID of the error as soon as reasonably practicable and to thereafter satisfy yourself that the Database has been promptly corrected;
- 8.2.4 may be offered advice from individuals and/or organisations other than ScotEID throughout the BES. You acknowledge that ScotEID has no responsibility for the views, advice, instructions or recommendations expressed by such individuals and/or organisations and should you decide to follow or act upon them, you do so entirely at your own risk. ScotEID, its employees and agents shall not be liable for any loss resulting there from. Any analysis or advice in connection with the BES delivered by ScotEID shall be subject clause 16.2 of these terms and conditions;
- 8.2.5 acknowledge that the measurements taken by you and other keepers and Operators (where applicable) of certain animal traits in accordance with the requirements of the BES are subjective. As a result, you accept that any general trends emerging from the BES (howsoever reported) may require interpretation when the methodology behind such a trend is applied to a particular herd, breeding pair or individual animal. Should you decide to follow or act upon such trends, you do so at your own risk. ScotEID, its employees and agents shall not be liable for any loss resulting therefrom; and
- 8.2.6 acknowledge that you are recommended to use and retain your hard copy BES calving diary or any other record that you may have for the duration of the BES to enable you to confirm/ verify the data inputted into the Database.
- 8.3 You acknowledge that any payment(s) to be made to you under the BES is the responsibility of RPID. In this respect you:
- 8.3.1 acknowledge that it is anticipated that payments will be made for the initial three years of the five year planned duration of the BES, but agree that this is in the ultimate control of the Scottish Government and may be subject to change;
- 8.3.2 acknowledge that to be eligible for payment you must have submitted your Single Application Form (SAF) to RPID for each calendar year of the scheme prior to the deadline for submission set by RPID and comply with the terms and conditions of RPID;
- 8.3.3 accept that, in the form of an occasional report, ScotEID (acting in good faith based on the information supplied to it) will share with RPID (i) your name and address; (ii) your CPH number; (iii) the ID's of calves born to your cows; and (iv) the number of BES checklists you have completed, as inputted by you or otherwise gathered for the purposes of the BES, to allow RPID to process payments;
- 8.3.4 accept that, in the form of an occasional report, ScotEID (acting in good faith based on the information supplied to it) will share with SRUC (i) animal trait and genetic information linked to your CPH; (ii) your CPH number; and (iii) the ID's of calves born to your cow for the purposes of BES to allow SRUC to research and analyse genomic information; and
- 8.3.5 agree that any claim in respect of any alleged BES overpayments or underpayments is a matter between you and RPID and should be responded to or made directly to RPID.

## **9. REGISTRATION FOR SCOTMOVES**

- 9.1 The provisions of this clause 9 shall apply to keepers and Operators (where applicable) of cattle that have information recorded about their cattle on the Database. You:
- 9.1.1 agree to comply with the spirit and intent of the ScotMoves Business Rules and shall not engage in any practices that undermine them. The ScotMoves Business Rules are available to view at <http://www.gov.scot/Resource/0050/00506060.pdf>;
- 9.1.2 acknowledge that ScotEID may give guidance on the interpretation of the ScotMoves Business Rules (including without limitation, what may constitute contiguous land or a single epidemiological unit), a keeper or an Operator (where applicable) must satisfy themselves that their land is contiguous and if they are in any doubt they are obliged to contact their local RPID office for a final determination. While ScotEID may register contiguous land or a single epidemiological unit, such record is not a representation that we agree that the registration is correct. ScotEID shall not be liable for any loss resulting from its interpretation differing from that of RPID and clause 15 and 16 of these terms and conditions shall apply accordingly;
- 9.1.3 acknowledge that ScotMoves applies to within Business Movements only. Any purchase or sale of cattle or movements that are not a within Business Movement must be reported by you to CTS;
- 9.1.4 cattle movements reportable under the ScotMoves Business Rules are deemed to be 'notified' when they are received by ScotEID or have been uploaded to the Database (whichever is earlier);
- 9.1.5 accept that ScotEID (acting in good faith based on the information supplied to it) will update the Database register after receiving notification of a movement from CTS and thereafter you may update the register or instruct ScotEID to update the register;
- 9.1.6 undertake that all the details and data you provide to ScotEID in relation to ScotMoves are provided in a timely manner and are true, complete and accurate;
- 9.1.7 acknowledge that the accuracy of the ScotMoves data relating to your livestock contained on the Database is your responsibility and must be checked by you. ScotEID, its employees and agents, shall not have any responsibility in respect thereof. If it comes to your attention that the Database contains inaccurate information, you agree to notify ScotEID of the error as soon as reasonably practicable and to thereafter satisfy yourself that the Database has been promptly corrected;
- 9.1.8 acknowledge that ScotEID will use reasonable endeavours to associate additional holdings with your main holding on the Database as soon as reasonably practicable on request. Where any holding is not associated with your main holding at the time a cattle movement takes place, you must report that move to CTS and you agree that ScotEID has no liability in respect of any loss in relation thereto;
- 9.1.9 understand that each additional holding is registered for 364 days only and that you must re-register your additional holdings on or before each anniversary. ScotMoves will not automatically re-register an additional holding unless we receive a report during the final 120 days of the registration that a move had occurred during that period. If you fail to re-register your additional holdings (it is ScotEID's current practice to give and email and telephone reminder where possible) it shall be presumed that the cattle have been physically moved back to the main holding and if that is not the case, you must re-register the additional holding immediately;
- 9.1.10 agree that if you notify ScotEID of a move in advance of it taking place and that move does not proceed as planned, you must correct the location and identity of the animals as noted on the Database as soon as possible by updating the Website or contacting ScotEID;
- 9.1.11 may be exempt from the standstill rules under the Disease Control Interim Measures (Scotland) Order by submitting a declaration upon the registration of an additional holding that you agree to adhere to the provisions of Article 4 of The Disease Control (Interim Measures) (Scotland) Order 2002 (as amended). You acknowledge that ScotEID does not review, comment on or authorise your application for an Authorised

Livestock Separation Agreement and your compliance with that declaration and any separation agreement is subject to the review and approval of the Scottish Ministers;

- 9.1.12 acknowledge that if you are subject to an official cattle identification inspection, RPID will check your cattle records on the Database or from information provided by ScotEID in another form of media;
- 9.1.13 acknowledge that Statutory Management Requirement 7 of the 2015-2020 Common Agricultural Policy (<http://www.legislation.gov.uk/ssi/2017/133/made>) requires the register to be updated-within 48 hours from the midnight of the day the movement took place. Failure to do so may result in a reduction of your Single Farm Payment. You agree that any alleged incorrect underpayment is a matter between you and RPID and any correspondence in relation thereto should be responded to or raised directly with RPID; and
- 9.1.14 where applicable, you shall complete and sign either a ScotMoves application form or a ScotMoves exemption form and promptly provide ScotEID with a copy of the relevant completed form.

## 10. BSE RISK CHECKER

THE BSE RISK CHECKER IS CURRENTLY NOT AVAILABLE DUE TO THE CHANGE IN BSE RISK STATUS IN 2018. THE EARLIEST THIS WILL BE REINSTATED WILL BE IN THE YEAR 2024.

## 11. CATTLE EID SYSTEM

- 11.1 ScotEID has commenced research and development on a pilot Cattle EID system for Scotland. This will involve the building of a new electronic tagging allocation system. It is anticipated that the functionality of CTS will be superseded by ScotEID (i.e. the register of cattle births, deaths and movement (between business holdings)). It is also anticipated that there will, at some point, no longer be a requirement to have cattle passports. We understand that the Scottish Government will be introducing regulations for the electronic tagging of all cattle starting with all newborn calves. We advise all keepers of cattle to keep themselves aware of the introduction of the new Cattle EID system and to follow any guidance and information from the Scottish Government on this.
- 11.2 ScotEID may use a cattle Operator and keeper's data for the research and development of the Cattle EID system and may request that you co-operate further with its research. Any use of your personal data will be in accordance with our [Data Protection Policy](#).
- 11.3 ScotEID anticipates that the Cattle EID system will not be in general use until the Scottish Government has in place regulations governing this. Any Operator and keeper taking part in the pilot of the new Cattle EID system shall do so at their own risk and accept that ScotEID shall have no liability in relation to such participation.

## 12. SCOTEQUINE

ScotEID manages an equine database and related services. Terms and conditions relating to this can be found at <https://scotequine.com/p/ScotEquine-Terms-and-Conditions.pdf>.

## 13. PROVISION OF WEBSITE AND DATABASE

- 13.1 The Website and Database is continually innovating and ScotEID will try to update the Website and Database based on feedback received. You acknowledge and agree that the form and nature of the Website and Database 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 Database without prior notice.
- 13.2 You agree not to attempt to undermine the security or integrity of the Website and the Database (either directly or indirectly) or attempt to gain access to BES data on the Database (other than such data relating to your own herd).
- 13.3 You are prohibited from posting or transmitting to or from the Website and/ or the Database any material:



- 13.3.1 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 which may unjustifiably cause annoyance or inconvenience; or
- 13.3.2 for which you have not obtained all necessary licences and/ or approvals; or
- 13.3.3 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
- 13.3.4 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).
- 13.4 You acknowledge that your access to and utilisation of the Website and/ or the Database may be monitored by ScotEID for the purposes of checking unauthorised use and supporting, maintaining, developing and operating the Website and/ or the Database.
- 13.5 Despite that ScotEID will maintain appropriate security measures to protect all aspects of the Database against unauthorised or unlawful processing and against accidental loss or destruction or damage of data, you acknowledge that ScotEID gives no warranty that the Website and the Database will be free from incidents of data security breach. If you notice anything unusual about the Database, you agree to report this immediately to ScotEID so that appropriate measures can be taken.
- 13.6 In the event that you access or receive personal information from the Database in error, you agree to immediately (i) delete that information; (ii) report the error to ScotEID; (iii) make no use of the information; and (iv) maintain that information as confidential.
- 13.7 ScotEID does not endorse, accredit or regulate any providers of farm management software and/or software used by any CCP and any use you make of such providers or software in conjunction with the Database is entirely at your own risk.
- 13.8 The use of the ScotEID logo, the ScotMoves logo and the BES logo is restricted and must not be used by you without written permission from ScotEID.
- 13.9 ScotEID will not be liable for any loss or damage you may suffer as a result of ScotEID's failure to provide all or part of the Website and/or Database when it carries out maintenance or updates or if any abnormal and/or unforeseeable circumstance occurs that is beyond the reasonable control of ScotEID and which it could not reasonably have prevented.

#### **14. DATA**

- 14.1 You acknowledge and agree that neither ScotEID, SAMU, the Group nor any CCP gives any representation or warranty (whether express or implied) as to the accuracy or completeness of the data contained within the Database or Website. To the extent that ScotEID, as Data Controller, is under an obligation to ensure that the data held on your behalf is up to date you acknowledge and agree that you are obliged to check the accuracy of the data and to promptly alert ScotEID of any inaccuracy. ScotEID may from time to time alert you to a potential inaccuracy in the Database in respect of your data.
- 14.2 You retain copyright and any other rights you already hold in any information you submit through the Website. However, you hereby grant to ScotEID and its other Database users a perpetual, irrevocable, worldwide, non-exclusive and royalty free licence to reproduce, process, modify, adapt and publish the same on any format and it is accepted that such reports may be made public. You waive any moral rights therein and any other rights to be acknowledged as the author.
- 14.3 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).

**15. 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), 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 Database, and/or any hard copy materials provided by ScotEID, and/or ScotEID concluding that you were eligible or ineligible to participate in the BES, and/or any issues arising from holdings being contiguous or otherwise, whether or not such losses were foreseeable.

**16. LIABILITY**

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

16.1.1 your use of the Website and/ or the Database will be uninterrupted, timely, secure or error free;

16.1.2 your use of the Website and/ or the Database will meet your statutory or other obligations; and

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

16.2 Any information, advice, analysis or recommendation given or hosted by ScotEID, its employees, agents or others (including, but not limited to, SAMU) on the Website and/ or the Database, in hard copy or in person or in any way related to sheep or pig identification and traceability, BVD traceability, QMS Status, BES or ScotMoves is followed or acted upon entirely at your own risk, and ScotEID its employees, agents or others (including, but not limited to, SAMU) shall not be liable for any such advice or recommendation. ScotEID recommends that you satisfy yourself as to the accuracy of the information contained on the Website and/or the Database by instructing your own disease screening where necessary.

16.3 Any typographical, clerical or other error or omission in any webpage, document or information issued by ScotEID (whether in electronic or hard copy form) shall be subject to correction without any liability on the part of ScotEID.

16.4 The aggregate liability of ScotEID and its affiliates and their respective officers, employees and agents arising from or relating to the Website, the Database and/ or any hard copy materials provided by ScotEID, 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.

16.5 The keeper and Operator (where applicable) registered with ScotEID or accessing the Website or being in receipt of hard copy materials from ScotEID undertakes 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 veterinary practice's or agent's) use of the Website, the Database and/ or hard copy materials supplied by ScotEID and any breach by you (and for the avoidance of doubt your veterinary practice or agent) of any of your obligations hereunder.

16.6 Subject to clause 8.3.5 and 16.7 hereof, if you should suffer any loss, damage or expense whether as a result of a breach of these terms and conditions by ScotEID or otherwise, any claim or proceeding in relation thereto 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, QMS, a CCP or any of the Group and you shall save indemnify, and hold SAOS, QMS, a CCP and each of the Group harmless in this respect.

16.7 As ScotEID does not give any representation or warranty (whether express or implied) as to the accuracy of QMS Status contained within the Database or Website, any claims in relation thereto should be addressed to QMS.

**17. GOOD FAITH**

You agree to use your reasonable endeavours to cooperate with ScotEID in relation to the Website, the Database and any hard copy materials supplied by ScotEID and to do all things reasonably necessary and desirable to give effect to the spirit, aims and intention of these terms and conditions.

**18. GENERAL**

18.1 This policy should be read in conjunction with our [Data Protection Policy](#).

18.2 The then current terms and conditions as posted on the Website constitute the whole contract between ScotEID and you in relation to the use of the Website, Database, information or materials received from ScotEID or SAOS, and in relation to that use supersedes all previous agreements you may have with ScotEID, SAOS or any other party 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.

18.3 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 or on the Registration to the party giving the notice. ScotEID shall also be entitled to give notice by posting information on the Website.

18.4 You shall keep confidential and not disclose and shall procure that your employees and agents keep confidential and do not disclose any information of a confidential nature obtained by reason of any contact between you or them and ScotEID including your use of the Website, the Database and/ or hard copy materials supplied by ScotEID, except information which is in the public domain otherwise than by reason of a breach of this provision. You agree to notify ScotEID immediately if you become aware of any breach of confidentiality concerning the Website and/ or the Database.

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

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

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

18.8 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.

18.9 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.

REVISED APRIL 2020