

SCOTEID TERMS AND CONDITIONS

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) reports produced by the MyHerdStats software; (iv) any correspondence between ScotEID and you or your employees or agents and (v) 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, 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;

"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;

"Current Charge" means £20.00;

"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;

“MyHerdStats” means the software tool developed by ScotEID aiming to provide insights into herd performance using cattle registration and traceability data;

“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 at an abattoir or 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 FIA 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;

“FIA” means Food Integrity Assurance 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) or by any market or abattoir 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.

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

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 you're 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 CATTLE 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 13.1).

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 Beef Efficiency Scheme has now concluded.

8.2 Research and analysis of genetic information continues and ScotEID may for that purpose continue to share with SRUC and other researchers (i) animal trait and genetic information linked to your CPH; (ii) that CPH number; and (iii) the ID's of calves born to your cows.

9. REGISTRATION FOR SCOTMOVES AND 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. If you are registered to use ScotMoves you will not need to register again to use ScotMoves+. You:

9.1.1 acknowledge that ScotMoves and ScotMoves+ are operated and administered by ScotEID for and on behalf of the Scottish Government and that the data inputted by you or your agent on ScotMoves and ScotMoves+ relevant to your cattle is held by ScotEID on your behalf;

9.1.2 are responsible for ensuring that you have the correct equipment and/or software to use ScotMoves and ScotMoves+. If you use farm management software, it is your responsibility to keep such software up to date and/or upgrade it to ensure that it is compatible for use with ScotMoves and ScotMoves+;

9.1.3 agree to comply with the spirit and intent of the ScotMoves Business Rules and shall not engage in any practices that undermine them. ScotMoves information is available to view at <https://scoteid.dozuki.com/c/ScotMoves>;

9.1.4 acknowledge that whilst 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 17 and 18 of these terms and conditions shall apply accordingly;

9.1.5 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 using ScotMoves+;

9.1.6 acknowledge that ScotMoves+ applies to the notification of calf births, on farm cattle deaths, private cattle sales, movements of cattle to and from shows or bull hires, movement of market cattle sales, movement of cattle to abattoirs, the death of cattle at abattoirs and the departure and destination CPH for the movement of cattle; ScotMoves+ information is available to view at https://scoteid.dozuki.com/c/ScotMoves_%28plus%29

9.1.7 acknowledge that 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);

9.1.8 accept that markets and abattoirs may report movement and/or deaths of cattle directly to ScotEID on your behalf;

9.1.9 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 (in relation to moves from England) or another Operator and thereafter you may update the register or instruct ScotEID to update the register;

9.1.10 accept that ScotEID has a duty of care to inform other Operators that they are going to receive or have received cattle that appear to have been on an infected holding or a persistently infected holding;

9.1.11 undertake that (i) all the details and data you provide to ScotEID in relation to ScotMoves and ScotMoves+ are provided in a timely manner and are true, complete and accurate; and (ii), all such details and data you provide to ScotEID in relation to ScotMoves in respect of imported cattle are provided in a timely manner and to the best of your knowledge and belief;

9.1.12 acknowledge that the accuracy of the ScotMoves and 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 such inaccurate information as soon as reasonably practicable and to thereafter satisfy yourself that the Database has been promptly corrected;

9.1.13 acknowledge that where ScotEID finds inaccurate data it will attempt to contact you in the first instance to inform you of that and that ScotEID may report (and may be under an obligation to report) such inaccurate data to the relevant authorities as maintaining inaccurate data may mislead other Operators;

9.1.14 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 on ScotMoves+ and you agree that ScotEID has no liability in respect of any loss in relation thereto;

9.1.15 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 and 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 an 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;

9.1.16 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 cattle as noted on the Database as soon as possible by updating the Website or contacting ScotEID;

9.1.17 agree that you shall inform ScotEID of any gaps in the Database movement history of any cattle as soon as you become aware of the same and co-operate fully with ScotEID in completing such records. You authorise ScotEID to contact other Operators to assist in completing those records;

9.1.18 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;

9.1.19 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;

9.1.20 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

9.1.21 you, where applicable, 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.

9.2 We recommend that you keep up to date with the development of ScotMoves+ as this system keeps evolving depending on the feedback we receive. The latest digital version of the “Keeper Switch Over to ScotEID Q & As” can be found at:

https://scoteid.dozuki.com/Wiki/Keeper_Switch_Over_to_ScotEID_-_Q_and_As

or alternatively by scanning this QR code:



9.3 You can elect to designate the ScotEID system as part of your formal cattle register. You also have the option to withdraw that election at any time. Please always check that cattle moved on to your holding, noting from markets, are recorded within 36 hours of the move. As always, you will be responsible for keeping your cattle register up to date and accurate.

10. MYHERDSTATS

10.1 In using MyHerdStats you acknowledge that the software remains in development. ScotEID anticipate that the scope of MyHerdStats will expand and its accuracy and presentation will improve over time. Your feedback is welcome. ScotEID does not undertake to keep every user informed of

changes to the system or the effect of software updates but may include reference to significant changes on the Website. Particularly as this service is in its development phase it may be partially or fully suspended or withdrawn without notice from time to time.

10.2 You acknowledge that the accuracy of the information contained on the Database and the information, calculations and analysis produced by MyHerdStats should be verified 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 and/or MyHerdStats produces inaccurate information, calculations or analysis, you agree (i) to notify ScotEID of the error as soon as reasonably practicable; and (ii) so far as practicable to provide ScotEID with the correct information.

10.3 You may be offered advice, instructions or recommendations from individuals and/or organisations other than ScotEID to interpret and utilise the MyHerdStats reports. You acknowledge that ScotEID has no responsibility for the views, advice, instructions or recommendations expressed by such individuals and/or organisations and if 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 therefrom. You are reminded that any information, calculations, analysis or advice in connection with MyHerdStats delivered by ScotEID shall be subject to clause 18.2 of these terms and conditions.

10.4 You acknowledge that any reports, analysis or advice ScotEID or its agents may provide in connection with MyHerdStats should not be relied upon without you first verifying the accuracy and applicability of the results and/ or any conclusions.

10.5 MyHerdStats may develop to include comparative information. Where that is done, you accept that such information will not be verified by ScotEID and in particular may be subject to error arising from the reporting, collection, analysis and comparison of that information.

10.6 You acknowledge that the measurements taken by you and other keepers and Operators (where applicable) of certain animal traits may be inconsistently recorded. You accept that any general trends apparently emerging from MyHerdStats (howsoever and whensoever reported) may require further investigation particularly before any conclusions are reached and/or any action is taken in respect of a particular herd, breeding pair or individual animal in any particular location. Should you decide to follow or act upon such reports, you do so at your own risk. ScotEID, its employees and agents shall not be liable for any loss resulting therefrom.

10.7 In the event that you access or receive information not intended for you from MyHerdStats, 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.

10.8 ScotEID will not be liable for any loss or damage you may suffer as a result of ScotEID's failure to make available all or part of the MyHerdStats service from time to time.

11. CATTLE PASSPORTS

11.1 ScotEID issues cattle passports in Scotland for and on behalf of the Scottish Government. Please contact ScotEID if you require a cattle passport to be amended, replaced and/or require the issue of a new cattle passport.

11.2 ScotEID reserves the right to charge the Current Charge to provide a replacement cattle passport.

11.3 If a cattle passport is not received within 6 weeks of the date of its issue, please inform ScotEID immediately otherwise you will be deemed to have received your cattle passport. If your passport has not arrived within 6 weeks of its issue and you have informed ScotEID of that within 6 weeks, ScotEID will issue you a replacement cattle passport without charge. Otherwise you may be charged the Current Charge for each replacement cattle passport.

11.4 Should you be issued a new cattle passport by ScotEID to replace a lost or stolen cattle passport and the original lost or stolen cattle passport is subsequently recovered you shall, within 7 days of recovering such original cattle passport, send written notification of that fact to ScotEID and return the original cattle passport to ScotEID.

11.5 Please check all cattle passports received from ScotEID as soon as you receive them. Please promptly notify ScotEID of any inaccuracies and in any event no later than 6 weeks from the date of issue of such cattle passport(s). If such inaccuracies are reported within 6 weeks of the passport's issue date, any replacement shall be free of charge. Otherwise any replacements may be charged at the Current Charge per cattle passport.

11.6 You shall return the relevant cattle passport(s) to ScotEID following the report of an on farm cattle death. ScotEID will scan the passport (s) as soon as reasonably practicable following its receipt of the passport(s) and you irrevocably and unconditionally authorise ScotEID to report the cattle as dead on the Database on your behalf (if you have not already done so).

11.7 ScotEID intend to provide bar code labels to use on cattle passports without charge. Please contact ScotEID should you wish to order such bar code labels.

12. 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.

13. CATTLE EID SYSTEM

13.1 ScotEID continues its research and development on its pilot Cattle EID system for Scotland. This will involve the building of a new electronic tagging allocation system. 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 new-born calves. We advise all keepers of cattle to keep themselves aware of the introduction of the new Cattle EID system, to follow any guidance and information from the Scottish Government on this, and to consider not purchasing more conventional tags than may be required to tag calves within one calving period.

13.2 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

https://www.scoteid.com/Public/Documents/scoteid_data_protection_policy.pdf

14. 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>.

15. PROVISION OF WEBSITE, DATABASE AND MYHERDSTATS

15.1 The Website, Database and MyHerdStats is continually innovating and ScotEID will try to update the Website, Database and MyHerdStats based on feedback received. You acknowledge and agree that the form and nature of the Website, Database and MyHerdStats 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, Database and/or MyHerdStats without prior notice.

15.2 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 on the Database to MyHerdStats reports (other than such data relating to your own herd).

15.3 You are prohibited from posting or transmitting to or from the Website and/ or the Database any material:

15.3.1 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

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

15.3.3 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

15.3.4 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).

15.4 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.

15.5 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.

15.6 In the event that you access or receive personal information from the Database and/or MyHerdStats 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.

15.7 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 and/or MyHerdStats is entirely at your own risk.

15.8 The use of the ScotEID logo, the ScotMoves logo, the ScotMoves+ logo, and the MyHerdStats logo is restricted and must not be used by you without written permission from ScotEID.

15.9 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.

16. DATA

16.1 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, Website or MyHerdStats. 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, and in consultation with you, amend or update data due to results reported from official controls. In addition, or as an alternative to that, ScotEID may alert you to a potential inaccuracy in the Database in respect of your data. You shall irrevocably and unconditionally authorise ScotEID to amend or update data due to results reported from official controls and/or what ScotEID believe to be inaccuracies in the Database in respect of your data.

16.2 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.

16.3 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).

17. 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, Database and/or MyHerdStats and/or any hard copy materials provided by ScotEID, and/or any issues arising from holdings being contiguous or otherwise, whether or not such losses were foreseeable.

18. LIABILITY

18.1 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:

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

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

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

18.2 Any information, analysis, advice 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, ScotMoves, ScotMoves+ or MyHerdStats 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 analysis, advice or recommendation. ScotEID recommends that you satisfy yourself as to the accuracy of the information contained on the Website and/or the Database including (without limit) by instructing your own disease screening where necessary.

18.3 Any typographical, clerical or other error or omission in any web-page, 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.

18.4 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.

18.5 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.

18.6. Subject to clause 8.3.5 and 15.7 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.

18.7 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.

19. 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.

20. GENERAL

20.1 This policy should be read in conjunction with our Data Protection Policy.

20.2 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, MyHerdStats, 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.

20.3 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.

20.4 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.

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

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

20.7 You may appoint an agent to enter your records and/or make notifications on your behalf. You must appoint the agent using the Website and your agent can only report on your behalf on the Website. You may remove any agent you appoint on the Website. You are wholly responsible for all the actions of your agent on the Website.

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

20.9 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.

20.10 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.