

## Call-Off Schedule 19 (Scottish Law)

### 1 When you should use this Schedule

- 1.1 This Call-Off Schedule 19 may be included to adapt the Core Terms and Schedules so that the Call Off Contract is under Scottish Law.

### 2 Changes to the Core Terms

- 2.1 Clause 19, (Other people's rights in this contract) – "Contract Rights of Third Parties Act (CRTPA)" shall be replaced by "Contract (Third Party Rights) (Scotland) Act 2017 (CTPRSA)". References to "*CRTPA*" shall be replaced by "*CTPRSA*".
- 2.2 Clause 34 (Resolving Disputes):
- 2.2.1 Clause 34.2 – add the following wording: "The governing law and jurisdiction provisions of CEDR's Model Mediation Agreement shall be deemed to be amended to refer to the laws of Scotland and the Court of Session."
- 2.2.2 Clause 34.3 The term "Courts of England and Wales" shall be amended to read "*Court of Session*"
- 2.2.3 Clause 34.4 – Conduct of Arbitration.
- a) The words "*under the London Court of International Arbitration rules current at the time of the Dispute*" shall be deleted.
  - b) The seat or legal place of the arbitration shall be amended so that it takes place in "*Edinburgh*" as opposed to "*London*".
  - c) Add the following wording "*The arbitration shall be conducted in accordance with the Arbitration (Scotland) Act 2010 subject to disapplication in whole or in part of any of the default rules of the Scottish Arbitration Rules comprising Schedule 1 to that Act as the Parties may agree.*"
- 2.3 Clause 35 (Which Laws apply) – the words "*English Law*" shall be replaced by "*the Law of Scotland*".

### 3 Changes to the Joint Schedules

- 3.1 Joint Schedule 1 – Definitions shall be amended as follows:
- 3.1.1 The definition of "CRTPA" shall be replaced by "'CTPRSA" the Contract (Third Party Rights) (Scotland) Act 2017".
- 3.1.2 In the definition of "Dispute" the reference to "*English law*" shall be replaced by "*the Law of Scotland*" and the reference to the "*English courts*" shall be replaced by the "*courts of Scotland*".
- 3.1.3 In the definition of "Insolvency Event" – the word "*Assignment*" replaced by "*Assignation*".
- 3.1.4 In the definition of "Losses" the word "*tort*" shall be replaced with "*delict*".
- 3.1.5 In part (a) of the definition of "Intellectual Property Rights" the words "*Know-How*" and "*trade secrets*" refer to pre-existing know-how and trade secrets only.

- 3.1.6 “Working Day”: reference to “England and Wales” replaced by “Scotland”
- 3.2 Where a Call-Off Guarantee is selected, the following provisions of Joint Schedule 8 – Guarantee shall be amended as follows:
  - 3.2.1 Annex 1 – Form of Guarantee WHEREAS (B) “deed” replaced by “contract”
  - 3.2.2 Throughout the whole Schedule delete all references to “deed of Guarantee” merely express as “Guarantee”
  - 3.2.3 Clause 4.1 Delete references to “England and Wales” when referring to addresses.
  - 3.2.4 Clause 12 – the word “*assignment*” shall be amended to “*assignation*”.
  - 3.2.5 Clause 14 – “*Contract (Rights of Third Parties) Act 1999*” shall be amended to “*Contract (Third Party Rights) (Scotland) Act 2017*”.
  - 3.2.6 Clause 16 Governing Law (add “and Jurisdiction”). References to “*Courts of England*” to be replaced by “*Court of Session*”. References to “*English*” to be replaced by “*Scottish*”. References to “*England and Wales*” to be replaced by “*Scotland*”.
  - 3.2.7 Alter execution strip to read as follows:

*“IN WITNESS WHEREOF these presents consisting of this page and the [ ] preceding pages are executed in duplicate as follows:*

*SIGNATURE:*

*Name:*

*Position:*

*Place of signing:*

*Date:*

*Witness:*

*Witness name:*

*Witness address:”*

## 4 Changes to Call-Off Schedules

**[Buyer Guidance]** Insert any amendments to the Call-Off schedules where Scottish Law applies]

## **5 References to Legislation**

Where legislation applicable to England and Wales only is expressly mentioned in this Call Off Contract it shall have the effect of substituting the equivalent legislation applicable in Scotland.