

TOOLBOX HIRE LTD

Terms and Conditions

Contract for the Hire of Goods and Conditions of Sale

Clause 1 – Preamble

PLEASE CONSIDER THIS BEFORE CONTRACTING

- 1.1 These Terms & Conditions have been created to regulate the Hire and/or Sale of Goods by Toolbox Hire Ltd to the Client.
- 1.2 These Terms and Conditions form part of the Contract for the Sale or Hire of Goods as specified in the Confirmation of Order. The Client, by placing an Order, by taking delivery of Goods or by removing Goods from our Premises, confirms that they have read, understood and accepts the terms herein.

Clause 2 - Definitions

“Client” means you or the person or party negotiating on your behalf, transacting or placing an Order with us in respect of our provision to or for you of Hire of Goods and/or the Sale of Goods.

“Company” means us, TOOLBOX HIRE LTD, Company No. SC714085, registered office Unit 6, Turnhouse Court, Brownrigg Yards, Newbridge, Edinburgh, EH28 8TQ.

“Confirmation of Order” means the Toolbox Hire Ltd confirmation of order document for the Sale or Hire of the Goods (whether issued digitally or otherwise).

“Contract” means our contractual agreement with you as the Client - which shall expressly incorporate the terms herein, any quotation provided to you by us, any Order, any Specification and any Confirmation of Order - in respect of the Hire of Goods and/or the Sale of Goods and any agreed or applicable variation hereof or addition hereto notified to you in writing subsequent to the date hereof.

“Consequential Loss” means financial loss, economic loss, consequential loss, loss of use, whether complete or partial, loss of production, loss of product, loss of revenue, loss of profit or anticipated profit.

“Contract Date” means the final date of acceptance of any quotation provided by us to you or acceptance of any Order submitted to us, thereby constituting our contractual agreement. Orders may only be cancelled by you after the Contract Date in accordance with the process of termination specified in Clause 15 and, where an Order is placed via our website, in accordance with Clause 18.4.

“Delay Event” means an act or omission on the part of the Client; delay in delivery of materials, components or any items to us by suppliers or carriers; adverse weather conditions/events (regardless of severity); fire/explosion; industrial disputes; shortage of labour or parts; acts of war; civil unrest; accidents; technical difficulties; any action taken by or in compliance with any order of any competent authority; lawfully imposed local or national lockdown restrictions; and any other event or circumstance outwith our direct control.

“Deposit” means the sum held by us to secure against any loss or damage caused to the Goods during the Period, which amount shall be due for Hired Goods (in addition to the Price) on the Contract Date and shall reflect the value of the Goods and our current valuation payment structure at the Contract Date. This sum shall be held for the Period by us and shall be returned to you at the end of the Period subject to satisfactory compliance with the relevant provisions within Clauses 9 and 14.

“Goods” means all tools, materials, appliances, apparatus, components, equipment, fixings, items and paraphernalia made available for Hire and/or Sale by us.

“Hire” means the temporary provision of the Goods for the Period by us to you in accordance with terms stipulated within the Confirmation of Order.

“Invoice” means any invoice or other written request for payment submitted by us to you, or your employee, agent or representative.

“Order” means an order placed by or for you with us for the Hire of Goods and/or the Sale of Goods, whether via an Order Form or verbally (in person or otherwise) - each Order and the Hire of the Goods and/or Sale of the Goods thereunder being subject to these Terms and Conditions.

“Order Form” means the written communication placing an Order for Hire and/or Sale by you with us whether by post, personal delivery, internet, e-mail or otherwise.

“Period” means the designated time period during which Hired Goods shall be available for your use in accordance with the terms stipulated within the Confirmation of Order.

“Premises” means any location from which our business operates (whether this is our registered office or some other place of business as we may designate in our sole discretion).

“Price” means the sum (in UK Sterling) due by you to us in payment for our performance of the Contract under the Order, and as provided for in the Confirmation of Order, subject to all applicable VAT thereon and any additional charges.

“Sale” means the provision of Goods by us to you or your employee, agent or representative in exchange for the Price where title shall pass in accordance with Clause 10.2.

“Services” means such of the following as are set out, detailed or indicated in any Confirmation of Order, or any other written acceptance by us of any Order; and if there is no definition of ‘Services’ therein, the term shall be taken to mean such of the following as we undertake or are due to undertake for you, namely:- preparation of any Order, including any adjustment or improvement thereof to meet your requirements as indicated to us via any Specification, and including identifying for supply all components therefor and additions thereto; the provision and/or delivery of the Goods themselves; the provision of any advisory assistance by us to you in relation to the Goods and/or other Services required by or for you as the Client.

“Site” means any location other than our own Premises where the Goods are used, stored or installed.

“Specification” means the details and specification provided by you to us (whether digitally, verbally or otherwise), on which we shall rely, for the Goods to be supplied and/or the Services to be performed or provided by us to you, the Client.

“Terms and Conditions” means this document which forms part of the Contract. Reference to **“Terms”** shall also be defined as such.

“We”, “we”, “Us”, “us”, “Our” or “our” refers to the Company.

“You”, “you”, “Your” or “your” refers to you as our Client and where relevant includes reference to your employees, agents or representatives.

Clause 3 – Preliminary Matters

- 3.1 Where inconsistent in law with your statutory and other rights, such rights will not be affected by the terms of the Contract.
- 3.2 These Terms supersede all prior communications, conditions, terms, provisions or agreements relating to the Hire and/or Sale of Goods and/or provision of Services, whether actual or prospective, or to any other work of any nature which we are undertaking or may undertake whether for you or any other relevant party. Such additional information, whether written, verbal or on our website, is only for general guidance and assistance and is not intended to be, and is not, part of the Contract or any other agreement, arrangement or contract upon which you may rely.
- 3.3 No employee, agent or representative of us has authority to alter or delete any of the terms of the Contract. Any variation of the Contract shall only be binding if so agreed and recorded by us in writing. Any variation of the Terms by us shall be effective as of the date of publication on our website or the date upon which the changes are communicated to you as appropriate. Where Clients have submitted

an Order online, it is their responsibility to monitor our website to ensure they are familiar with any variations to the Terms.

- 3.4 If any clause, sub-clause or provision of the Contract is to any extent determined to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of the terms shall not be affected – and the relevant term shall, to the extent of such invalidity, illegality or unenforceability, be deemed to be severable from the Contract as though it were *pro non scripto* and the remainder of the Contract shall continue in full force and effect.
- 3.5 These Terms and the Contract shall be subject to, interpreted and performed in accordance with the laws of Scotland and shall be subject to the exclusive jurisdiction of the Scottish courts.
- 3.6 The headings included within these Terms are for reference and convenience only, and in no way affect the interpretation of the Contract.
- 3.7 Each party will take all reasonable steps to mitigate any losses resulting from any breach of the Contract by any party to the Contract.
- 3.8 In these Terms, unless the context otherwise requires, the following interpretation and provisions shall apply:-
 - a. Expressions in the singular include the plural and vice versa and reference to any gender includes all other genders.
 - b. References to “parties” or “persons” include bodies corporate, unincorporated or voluntary associations, local or public authorities, clubs, partnerships of any kind and natural persons.
 - c. References to any statute or legislation includes any enactment replacing or amending it or any Instrument, Order or Regulation made thereunder.

Clause 4 – Personal Contract

- 4.1 The Contract is personal to you. You cannot transfer the benefit of the Contract to any third party unless with our express prior written consent and then only on such terms as we, in our sole discretion, reasonably may require as a condition of our granting such consent.
- 4.2 The Hired Goods and any related Services are provided by us for your personal purposes and use and strictly on condition that they are not supplied, loaned, sold or transferred by you to any other person unless with our express prior written consent and on such terms as we may stipulate.
- 4.3 Where the Hired Goods and any related Services are provided by us for use by or for your employees, agents or representatives, the conditions in 4.2 shall also apply.
- 4.4 We do not – and shall not - accept any liability to third parties in respect of the Goods and/or any Services and/or the use thereof, our liability being limited strictly to you, the Client - unless such liability is brought about by our negligence, and in such instance our liability shall be determined in accordance with the relevant provisions in Clause 11.

Clause 5 – Delivery

- 5.1 Where delivery has been arranged in writing between you and us, should you or your employee, agent or representative refuse to accept delivery of the Goods – except where this is on the basis of identification of damage or defect – then, in addition to the Price and any other payments due to us, you shall meet all additional costs we incur in delivering said Goods.

Clause 6 – Delay

- 6.1 Toolbox Hire Ltd shall make reasonable endeavours to deliver the Goods as soon as reasonably practicable.
- 6.2 Time shall not be of the essence of the Contract unless specifically provided in writing to be so.
- 6.3 If, by reason of any Delay Event, we shall have been impeded in the performance of the Contract, we shall not attract liability for failure to perform our contractual obligations. We shall thereafter be entitled to reschedule the delivery of the Goods to a date and time which we in our sole discretion deem to be practicable.
- 6.4 Notwithstanding that we shall be entitled to an extension of time under Clause 6.3 above, should the Delay Event persist for a period of 120 days, then either party may, by notice to the other, terminate the Contract.

Clause 7 – Goods Warranty

- 7.1 You will be entitled to the benefit of the OEM warranty (Original Manufacturer Warranty) with respect to the Goods. Exercise of such warranty shall be arranged directly between you and the provider.
- 7.2 We warrant that the Goods shall correspond with those descriptions detailed in the Confirmation of Order and any relevant Specification; and that they shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by us or made known to us by you either expressly or by implication. In this respect, you shall rely on our skill and judgement.
- 7.3 This warranty is in addition to and shall not contradict any warranty to be implied by applicable law.

Clause 8 - Orders, Goods and Services

- 8.1 You must ensure your Order Form is completed with care and precision and includes clear details of your requirements, including any relevant Specification.
- 8.2 We reserve the absolute right to decline to accept any Order without providing justification.
- 8.3 We reserve the right before accepting an Order to (i) contact you to discuss and clarify the contemplated Order and/or (ii) require a consultation meeting with you and/or (iii) require you to prepare and deliver a complete detailed Specification to us.
- 8.4 Goods are described on our website, supplemented by such (if any) additional information we may provide to you. If the Order is for the Hire or Sale of exclusive Goods or for Services to be created or provided or amended specifically for you, you are advised there may be necessary or unavoidable variations in the completed Goods and/or variations in any standard timescales as compared with our website descriptions - but no such variation, by itself, shall entitle you to cancel or vary the Contract or reject Goods.
- 8.5 It is your absolute responsibility to ensure any Specification where required and/or Order for Goods (whether for Sale or Hire) is accurate and fully sets out your requirements from us. We reserve the right to make any changes in the Specification as may be required in order to conform with any applicable safety or other statutory requirements. We may at our sole discretion amend any Order after submission at your request but reserve the right to refuse to do so without providing any reason for refusal.
- 8.6 We shall assume that any Specification or Order provided for the purposes of the Contract and incorporated therein is entirely in accordance with your requirements and we shall not be liable for any error, omission or lack of clarity in the Specification or Order nor for any consequence, financial or otherwise, thereof and you shall indemnify us and keep us indemnified for all damages, costs, expenses and losses reasonably and necessarily sustained by us in consequence of each such error, omission or lack of clarity.

- 8.7 All photographs or depictions of Goods are for illustration purposes only. Actual Goods may differ from those shown.

Clause 9 - Price, Payment and Interest

- 9.1 The Price for the Hire and/or Sale of Goods, including the provision of any related Services, is calculated by us based on our price structure current at the time that Price is intimated to you. The indicated Price may vary to reflect increased costs borne by us as a result of subsequently increased production, sourcing, labour and/or delivery costs.
- 9.2 The applicable Price shall be that agreed in writing between you and us and (unless as herein provided) cannot thereafter be varied unless by written agreement between you and us.
- 9.3 Unless otherwise agreed in writing between us and you, 100% of the Price shall be paid to us on the Contract Date.
- 9.4 If the Price or any other payment due to us (including the Deposit) is not paid in full on the Contract Date then we reserve the right, in our sole and absolute discretion, to charge interest on the Price, any other payment due to us and on the outstanding balances thereof at a rate of four per centum (4%) per annum above the base rate of Bank of Scotland plc current from time to time during the period of non-payment, such interest to accrue on a daily basis and to be compounded at intervals each of 90 consecutive days.
- 9.5 Subject to our sole discretion, we may issue an Invoice to permit payment at a date later than the Contract Date. Any Invoice issued by us is due for payment within thirty (30) days of the date of the Invoice. Payment shall only be deemed to have been made when received in cash at our Premises or received in cleared funds by a bank account nominated by us (whether payment is made by card payment in person or via our website).
- 9.6 Payment of the Price is required in cash or may be made by debit/credit card payment at our Premises or via our website.
- 9.7 The Price and all indications, formal or informal, given by us as to the cost to be charged for the Goods, Services or any other work to be undertaken by us, unless otherwise specifically provided and agreed in writing between us, are exclusive of VAT and all and any other statutory charges, taxes or impositions as are or shall become applicable thereto, all of which shall be due and payable to us in addition to payment of the Price for the Goods, the Services and/or any other work undertaken by us in respect of the performance of the Contract.
- 9.8 The Deposit for Hire of Goods is calculated by us based on our price structure current at the time that the Deposit sum is intimated to you. The relevant Deposit required for the particular Goods shall be that agreed in writing between you and us and (unless as herein provided) cannot thereafter be varied unless by written agreement between you and us.
- 9.9 Unless otherwise agreed in writing between us and you, 100% of the Deposit shall be paid to us on the Contract Date.
- 9.10 The Deposit shall be returned to you at the end of the Period subject to the satisfactory return of the Hired Goods in the condition in which they were released to you on the Contract Date. We shall be entitled to apply the Deposit in whole or in part in financing the cost of repair or replacement of any Goods hired by you where we determine that the condition of the returned Goods is unsatisfactory.
- 9.11 Should you wish to rely upon any damage or defect or particular feature of the Goods in relation to the Deposit, it shall be your sole responsibility to notify us of said feature on the Contract Date before Goods are removed from our Premises, or – where Goods have been delivered to you – at the point of delivery before signing any invoice or delivery receipt.
- 9.12 Goods (whether under contract for Sale or Hire) removed from our Premises on the Contract Date shall be deemed to be in good working order and free from damage or defect.

Clause 10 – Risk & Title

- 10.1 Upon delivery to a place nominated by you or upon removal of Goods from our Premises, all risk of loss or damage to the Goods will pass to the Client.
- 10.2 Where the contract is for the Sale of Goods, title to the Goods shall not pass to the Client until payment in full has been received by Toolbox Hire Ltd. Title to any Goods shall not pass to the Client until Toolbox Hire Ltd has received (in cash or cleared funds) all other sums which are due from the Client on any account.

Clause 11 – Limitation of Liability

- 11.1 We shall not be liable for any personal injury or death suffered by you or any third party as a result of the performance of the Contract or caused by the Goods or any other work undertaken by us for you unless such loss arises from any act of negligence or negligent omission on our part.
- 11.2 We shall not be liable for damage to property caused by operation of, retention of, or any dealings with the Goods which is suffered by you or any third party unless the same shall have arisen from any act of negligence or negligent omission on our part. We shall not be liable for such damage to property if you have failed to comply with the notification requirements in Clauses 9.11 and/or 14.8 and/or 14.9 where applicable or any other provision of these Terms which regulates the storage, handling, operation or return of the Goods.
- 11.3 Without prejudice to the foregoing, the following are applicable:
- a. Nothing in these Terms excludes or limits our legal liability for death or personal injury attributable to our negligence, our liability for fraud or fraudulent misrepresentation or for any matter for which we are not permitted by law to exclude or limit liability;
 - b. The maximum liability attributable to us for loss of or damage to property arising from our negligence or breach of our obligations under the Contract shall be restricted to the lesser of £5,000 or the Price paid or payable to us under the Contract in respect of which damages are lawfully due by us;
 - c. Except where required by law, under no circumstances shall we be liable to you or any third party for any Consequential Loss.
- 11.4 It is your sole responsibility to obtain any necessary approvals for assembly and/or installation of the Goods on any Site from the owners of the Site (where relevant) or any other appropriate consents. We have no responsibility to obtain any such approval and shall not be liable for your failure to do so.

Clause 12 - Electrical Goods

- 12.1 All Goods must be operated with original fittings, plugs and attachments. No additional fittings, plugs or attachments may be fitted by any unauthorised person - regardless of the competence or qualifications of said individual.
- 12.2 You must ensure a suitable power source is utilised for all electrical Goods and act in accordance with any instructions we provide, and/or any instructions detailed on or supplied with the Goods.
- 12.3 We must be notified of any malfunction, breakdown or unsatisfactory performance of Goods.
- 12.4 You shall not attempt to repair or make adaptations/alterations to the Goods.
- 12.5 Hired electrical Goods may be returned to us for replacement during the Period where we deem this to be appropriate. Exchange for replacement will be at our sole discretion. We may deliver a replacement but reserve the right to charge you for cost of delivery which shall be in accordance with our fee structure at the time.

Clause 13 - Battery-Operated Goods

- 13.1 All Goods must be operated with batteries and any charging equipment supplied by us for use with the particular Goods.
- 13.2 You must ensure any replacement batteries have been supplied by us or otherwise approved by us.
- 13.3 You must ensure a suitable power source is utilised for charging all chargeable battery-operated Goods and act in accordance with any instructions we provide, and/or any instructions detailed on or supplied with the Goods.
- 13.4 We must be notified of any malfunction, breakdown or unsatisfactory performance of Goods. You shall not attempt to repair or make adaptations/alterations to the Goods.
- 13.5 Hired battery-operated Goods may be returned to us for replacement during the Period where we deem this to be appropriate. Exchange for replacement will be at our sole discretion. We may deliver a replacement but reserve the right to charge you for cost of delivery which shall be in accordance with our fee structure at the time

Clause 14 – Additional Responsibilities in Respect of Hired Goods

- 14.1 You must ensure that all users of Hired Goods have been appropriately instructed or adequately trained in the safe and proper use of said Goods.
- 14.2 You must ensure that all users of Hired Goods refer to any and all instructions supplied and thereby operate goods in accordance with such instructions.
- 14.3 At the end of the Period you must return the Goods to the Premises from which the Goods were uplifted - unless we have confirmed alternative arrangements or arrangements for collection in writing.
- 14.4 Your responsibility does not end until the Goods have been returned to us or collected by us, are deemed to be in a satisfactory condition (to be determined by us in our sole discretion) and you receive a receipt from us for their return.
- 14.5 You must not sell, loan out or in any way relinquish control of the Goods to any third party.
- 14.6 You must ensure Hired Goods are stored in a secure environment where they shall be protected from environmental damage, theft or misuse. You must take all necessary steps to make the Goods safe, maintain them in a clean condition/good working order and to protect them against theft or damage.
- 14.7 You must ensure Hired Goods are stored at the billing address specified by you in the Order Form unless we have authorised alternative arrangements for storage in writing.
- 14.8 Any damage caused to or malfunction within the Goods which occurs or becomes apparent during the Period must be reported to us.
- 14.9 You must notify us immediately if the Goods are involved in any incident which results in damage to said Goods, damage to property or injury to any individual.
- 14.10 You will be responsible for any loss or damage caused by misuse or mishandling of Hired Goods.
- 14.11 You will be responsible for the cost of replacing any attachments, add-ons and/or supplementary accessories such as drill bits, blades etc. for Hired Goods during the Period where said items are damaged, depleted, used up or lost by you.
- 14.12 Upon return of Goods, we shall inspect said Goods for damage and/or modification and shall examine the condition and working order of said Goods. In the event that Goods are not returned in a satisfactory condition, we reserve the right to withhold return of your Deposit in accordance with the relevant provisions in Clause 9 and to charge you for any additional sum which represents our time, materials and costs which may exceed the Deposit amount and which are required by reason of any damage or modification to the Goods unless such modification has been authorised in writing by us.

14.13 Where the contract is for the Hire of Goods, we may access any Site to inspect and/or repair Goods or otherwise ensure you are complying with your obligations under the Contract. You shall permit us or our representatives to access the Site for such purposes at all reasonable times.

Clause 15 - Termination

- 15.1 You may terminate the Contract for any reason at any time by giving Toolbox Hire Ltd not less than 14 days' notice of such termination. Such notice shall be provided in accordance with Clause 16. In this event, you shall pay us:-
- a. the relevant Price for any and all delivered Goods or Goods which have been removed from our Premises at the time of such notice being received (whether these have been contracted for Sale or Hire); and
 - b. all reasonable costs incurred by Toolbox Hire Ltd as a result of termination - including but not limited to any supplier's and/or sub-contractor's cancellation charges.
- 15.2 We shall have the right to terminate the Contract at any time with immediate effect by giving notice to the Client should the Client:-
- a. become insolvent or apparently insolvent, or go into liquidation whether voluntary or compulsory; or
 - b. be demonstrably unable to pay their debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory amendment thereof; or
 - c. if any administrator or administrative receiver of the whole or part of its assets is appointed or if a petition for its administration is presented to the Court; or
 - d. cease trading or become subject to the control of a third party having no controlling interest at the date of the Contract; or
 - e. make any arrangement with creditors compounding debts.
- 15.3 Either party shall have the right to terminate the Contract on giving 14 days' notice in writing to that effect if the other ("the defaulting party"):-
- a. is in material breach of its obligations under the Contract; or
 - b. has failed to remedy a non-material breach of Contract on having been afforded 14 days to so remedy that non-material breach.
- 15.4 Where the defaulting party is the Client and Toolbox Hire Ltd terminates the Contract in terms of clause 15.2 or 15.3, you shall make payment to Toolbox Hire Ltd of the same sums as would have become due under 15.1 had you terminated the Contract in terms thereof.
- 15.5 Where the Contract is for the Hire of Goods, and the Contract has been terminated in accordance with the terms herein, we shall be entitled to repossess the Goods or any part thereof.

Clause 16 - Notices

- 16.1 All notices to be served relative to the Contract shall only be deemed to have been properly served where submitted in writing and shall be sent by e-mail or letter sent to the other party at the address(es) provided within the Order Form or Confirmation of Order as relevant. Proof of postage or proof of email transmission, as appropriate, shall constitute proof of delivery. Letters shall be deemed to have been delivered two days after posting and emails shall be deemed to have been delivered one day after sending (not including weekends or any statutory or local holidays).

Clause 17 - Right to Transfer the Contract

- 17.1 We reserve the absolute right to transfer our responsibilities, rights and benefits under the Contract to any other third party we consider in our sole discretion to be capable of fully implementing the performance of our obligations under the Contract.
- 17.2 On notice being given to you of such transfer, the transferee shall assume our responsibilities and our benefits under the Contract and the Contract shall continue in full effect.

Clause 18 – Return of Sale Goods

- 18.1 Where Goods have been purchased by you under the Contract for Sale, such Goods shall only be replaced or eligible for refund provided that they have not been damaged by you or subject to unauthorised modifications.
- 18.2 Where Goods have been purchased under the Contract for Sale, such Goods shall only be replaced or eligible for refund if they are not of satisfactory quality or if they are unfit for purpose.
- 18.3 Where Goods have been approved by us for exchange or refund, you must ensure that Goods are properly packed in the manufacturer's packaging, include all accessories and/or instructions and are protected and suitable for transportation. You must produce proof of purchase.
- 18.4 Where Goods have been sold pursuant to an Order placed online via our website, you shall be entitled to cancel Order within 14 days of receipt of said Goods in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

19 - Resolution of Disputes

- 19.1 The parties agree to exercise their rights and perform their obligations under the Contract in good faith and with the objective of avoiding disputes arising between them.
- 19.2 Any dispute shall initially be referred to a Toolbox Hire Ltd representative who shall discuss the matter in dispute and take all reasonable steps to negotiate a settlement of the dispute as soon as possible.
- 19.3 In the event of any dispute between you and us which has not been resolved to both parties' satisfaction within 14 days of such dispute arising, the arbitration procedures will be conducted by a tribunal comprising three arbitrators - unless the parties elect for arbitration by a sole arbitrator - and shall be conducted at all times according to the provisions and procedures of the Arbitration (Scotland) Act 2010 including the Scottish Arbitration Rules.
- 19.4 Where the parties elect for arbitration by a sole arbitrator, the matter shall be referred to an independent Member of the Chartered Institute of Arbitrators, mutually chosen, or – failing agreement as to such appointment – to be nominated by us.
- 19.5 The Arbitrator's decision shall be final and binding upon you and us.
- 19.6 The fees and expenses of the tribunal or arbitrators shall be borne equally between the parties. For avoidance of doubt, 'expenses' includes the cost of providing a venue for arbitration and reasonable travel or accommodation expenses of the tribunal or arbitrator.
- 19.7 The parties will take all reasonable steps to comply with the requirements of the Arbitration (Scotland) Act 2010 that the arbitration is concluded without unnecessary delay, within 180 days of the service of the referral to arbitration, and without incurring unreasonable expense.
- 19.8 The tribunal or sole arbitrator will issue their or its decision in writing to both parties simultaneously. The decision may be unanimous or by a majority. The decision will be final and binding on the parties and not capable of appeal or review to any court or other forum except as provided by the Arbitration (Scotland) Act 2010.

Your Personal Information

- 20.1 We shall collect and process such information as may be required to fulfil our obligations under the Contract and otherwise to process any Order or provide any Services.
- 20.2 Where an Order is submitted online, your personal information shall be used in accordance with, and subject to, our privacy and cookie policies which are available on our website.
- 20.3 We shall implement all obligations binding on us under the General Data Protection Regulation (EU) 2016/679 (GDPR) and the Data Protection Act 2018 and all amendments thereof in carrying out our obligations under the Contract.

Our Website

- 21.1 We do not accept liability for any limitation or restriction of access to our website nor for any associated inconvenience caused.
- 22.2 We do not guarantee the availability or functionality of our website at any given time or for any specific purpose required by you.
- 22.3 We may vary the information or content shown on our website at any time and without giving any notice.
- 22.4 Although we shall make all reasonable endeavours to ensure our website and any digital products are free from virus or defect, we do not guarantee that your use thereof will not cause damage to your own devices. We shall not be liable for any loss or damage to your devices arising from use of our website or digital products except where the same has been caused as a result of our negligence.