SHERIFFDOM OF SOUTH STRATHCLYDE DUMFRIES AND GALLOWAY
AT AIRDRIE

[2025] SC AIR 37

AIR-SG300-24

JUDGMENT OF SHERIFF ANTHONY McGLENNAN

in the cause

GO RADIO LTD

Pursuer

against

ENDRICK ESCAPE LTD

Defender

Pursuer: Nimmo
Defender: Hamill

AIRDRIE, 3 June 2025

The sheriff having taken time to consider his decision makes the following orders:

1. The claim is dismissed.

2. A case management discussion to address the expenses of the claim is assigned for 30 June 2025 at 10am.

3. The case management discussion will take place by way of Webex video conference.

4. Parties must lodge and intimate any dates upon which it would be unsuitable for them to attend the case management discussion, and to do so within 7 days of today's date.

Finds in fact:

The claimant

1. The claimant is a company operating a commercial radio station.

2. The claimant generates revenue by selling advertising services.

3. The services offered by the claimant include broadcasting short slogans advertising clients' services during radio programming. These are referred to as tags.

4. The advertising services are marketed by the claimant in a variety of packages with differing provisions of service.

5. The claimant's website is called "This is Go "

6. The advertising services offered by the claimant also include providing hyper-links from this website to the website and/or social media platforms of their clients.

7. The advertising services offered also include clients sponsoring competitions.

8. The claimant employs a sales team to market its advertising services.

9. At the times material to this dispute the sales team was managed by Michelle Hextall.

The respondent

10. The respondent is a company operating a glamping business.

11. The respondent has its glamping sites in Balfron.

12. The respondent has its registered office in the jurisdiction of Airdrie Sheriff Court

13. The respondent is a small start-up business.

14. The respondent has, and had at the material time, a sole director, Mark Hamill. At the material time Mr Hamill's partner, Marta Nowicka, assisted him, dealing with bookings

and changeovers at the respondent's site, and managing its social media platform. She continues to do so.

15. A business trading as Endrick Escapes operates a self-catering accommodation site in Balfron.

16. The respondent considers Endrick Escapes to be a commercial competitor.

The claimant's usual agreement process

17. The claimant's sales team are authorised by the claimant to conclude agreements with clients. The sales team may not deviate from the claimant's standard terms and conditions when doing so.

18. Where agreement is reached on behalf of the claimant, the services to be provided, including their frequency, the duration of provision, and the sums to be paid, are set out in a document referred to as the media agreement.

19. The media agreement does not set out other terms and conditions of the agreement, but states:

> "This Agreement is made on and subject to the Go Radio Ltd Terms and Conditions all of which are specifically incorporated into and form part of this agreement. Any radio advertising airtime slots included in this Agreement shall be subject to Go Radio Ltd Advertising Terms and Conditions".

20. The Advertising Terms and Conditions (hereinafter the terms and conditions) can be found on the This is Go website.

21. The terms and conditions include at their seventh clause provision that either party may cancel a booking in writing not less than 28 days before a scheduled broadcast date, but that any broadcast scheduled within 28 days of cancellation would require to be paid for. Cancellation must be intimated by recorded delivery letter.

22. The media agreement does not explain where the terms and conditions are located.

23. The claimant's expectation is that the member of the sales team who has concluded the agreement will send the media agreement to the client.

24. The claimant expects that its sales team ensure that clients sign the media agreement, or send an email confirming acceptance of the agreement.

25. The claimant retains a central record of all media agreements entered into with its clients, including the signed agreements.

The agreement reached between the claimant and the respondent

26. On 21 August 2023 Mr Hamill, on behalf of the respondent, entered into an agreement with the claimant to purchase advertising services from them.

27. The member of the claimant's sales team who reached agreement with Mr Hamill was an Emma Donaldson-Tonner.

28. Mr Hamill and Ms Donaldson-Tonner had known each other previously as they used the same gym.

29. The agreement was reached following a meeting between Mr Hamill and Ms Donaldson-Tonner on 17 August 2023, a telephone call on 18 August 2023, and Ms Donaldson-Tonner sending a media agreement to Mr Hamill on 21 August 2023 by email.

30. One or 2 days after the media agreement was sent by Ms Donaldson-Tonner, she was signed off from work due to sickness.

31. Ms Donaldson-Tonner resigned from the claimant's employment very shortly thereafter.

32. Ms Donaldson-Tonner was also being performance managed by the claimant at the time that she left their employment.

33. Following her exit from the claimant, Ms Donaldson-Tonner's work laptop was recovered and found to have been wiped. No emails or other records were found on the laptop.

34. The duration of the agreement reached between Donaldson-Toner and Mr Hamill was 3 months, to operate between 26 August 2023 and 26 November 2023.

35. The advertising services were to be provided in the months of September, October and November 2023.

36. Two types of advertising services were purchased by the respondent:

(a) Three *tags*, each of 10 seconds' duration, to be played during radio shows broadcast each Saturday and Sunday between 6.00am and 2.00pm.

(b) The This is Go website to display adverts that linked out to the respondent's website and social media platforms during the term of the agreement.

37. The agreed cost of the advertising services was £4,500.00 plus VAT. The total cost being £5,400.00.

38. The cost of £5,400.00 was to be met by the respondent being invoiced and paying £1800.00 each month of September, October, and November 2023.

39. Mr Hamill was advised by Ms Donaldson-Tonner that if the respondent entered into agreement to purchase the advertising services it would be entitled to cancel the agreement for any reason provided that it did so during the first 28 days of the agreement.

40. Mr Hamill was not advised by Ms Donaldson-Tonner of what is said in the seventh clause of the terms and conditions concerning cancellation of the agreement, nor was he told what was contained in the other clauses.

41. Mr Hamill was not directed by Ms Donaldson-Tonner to where the claimant's terms and conditions could be found.

42. Agreement that the respondent would purchase advertising services from the claimant was reached upon 21 August 2023.

43. The services to purchased were stated in the media agreement forwarded on 21 August 2023.

44. The duration of the agreement stated in that media agreement was 3 months.

45. It was a condition of the agreement reached between the claimant and the respondent that the respondent could for any reason cancel the agreement without further obligation to make payment for services, provided that it did so during the first twenty 8 days of the agreement.

Events following agreement

46. On 23 August 2023, ahead of the first broadcast, tags for the respondent were drafted by the claimant and were sent to the respondent. Mr Hamill approved these tags on behalf of the respondent on 23 August 2023.

47. The draft tags erroneously referred to the respondent as Endrick Escapes.

48. The tags were then broadcast upon Saturday 2nd and Sunday 3rd of September 2023.

49. The broadcasts erroneously referred to the respondent as Endrick Escapes.

50. Mr Hamill emailed the claimant on 4 September 2023 making complaint that the tags broadcast over the preceding weekend referred to his company incorrectly and advertised a competitor.

51. At the conclusion of this email Mr Hamill stated: "I think at this point a refund and cancellation of further advertising is the only solution".

52. The email of 4 September 2023 sent by Mr Hamill to the claimant cancelled the agreement on behalf of the respondent. The respondent was entitled to cancel in terms of the agreement reached with the claimant.

53. The respondent had at this point made payment in the sum of £1,800.00 to the claimant for the provision of the first months' advertising services.

54. The respondent did not make any further payment to the claimant.

55. Michelle Hextall assumed management of the respondent's account following receipt of Mr Hamill's email of 4 September.

56. Ms Hextall had the tags re-recorded and made arrangement to meet Mr Hamill on 13 September 2023 to discuss matters.

57. The claimant continued to provide the advertising services agreed upon in August 2023.

58. The tags in these broadcasts referred to the respondent correctly.

59. The meeting between Ms Hextall and Mr Hamill took place on 13 September 2023 at the respondent's site.

60. Mr Hamill did not withdraw his cancellation of the agreement in the meeting of 13 September 2023, or in subsequent correspondence with the claimant.

Finds in fact and law:

1. The claimant and respondent reached agreement on 21 August 2023 that the claimant would provide advertising services to the respondent.

2. The agreement contained an essential condition entitling the respondent to cancel the agreement, for any reason, within 28 days of the agreement being reached.

3. The respondent's email to the claimant of 4 September 2023 cancelled the agreement in accordance with this condition of the agreement.

4. The agreement was accordingly terminated on 4 September 2023.

5. The sum claimed for relates to services provided following the respondent's termination of the contract.

6. The sum claimed for is not due by the respondent to the claimant.

NOTE

Introduction

[1] This claim relates to a sum said to be due but unpaid by the respondent to the claimant for radio advertising services. It arises out of an agreement reached between them in August 2023.

[2] The claimant is a radio station and the respondent is a small start-up glamping business. The claimant looks to sell advertising services of various types using its broadcast platform and also its website. It has a sales team to market its services. That team is, and was at the material time, headed by a Michelle Hextall, but the member of the sales team who dealt with the agreement was an Emma Donaldson-Tonner.

[3] The respondent meantime has, and had at the material time, a sole director, Mark Hamill. Marta Nowicka, Mr Hamill's partner, worked with him, and still does so. Her responsibilities included dealing with bookings and changeover of guests but also managing the company's social media sites. Mr Hamill knew Ms Donaldson-Tonner prior to the agreement being discussed. They used the same gym . She had suggested that he consider using the claimant's advertising services.

[4] The claim, in distillation, is that only one of three required payments were made for advertising services provided. The unpaid sum totals £3,600.00. That sum is also a qualifying debt in terms of the Late Payment of Commercial Debts (interest) Act 2018. The sum claimed is therefore £3,921.66.

[5] The claim was denied by the respondent. An evidential hearing took place over 3 days, on 19 November 2024, 11 February 2025, and 7 May 2025. I heard from Michelle Hextall, Mark Hamill, and Marta Nowicka. The claimant was legally represented, the respondent was represented by Mr Hamill's father as a lay representative.

Parties' positions

[6] Although there was no written contract, or other express written confirmation of an agreement, it was not in contention that in August 2023 the respondent agreed to pay for advertising services provided by the claimant. The terms and conditions of the agreement were however at the heart of the dispute.

The claimant's position

[7] The claimant asserts that the agreement reached was as follows;

a. the duration of the services was for a 3 month period encompassing provision of services in September, October and November 2023;

b. the services were; (i) three advertising slogans of 10 seconds' duration ("tags") to be played between 6.00am and 2.00pm during programming each Saturday and Sunday; and (ii) digital display advertisements to be placed on the claimant's website ("This is Go") linking out to the respondent's website and social media platforms;

c. the fees falling for these services totalled £5,400.00 inclusive of VAT, to be invoiced and paid at £1800.00 per month; and

d. the claimant's advertising terms and conditions were incorporated into the parties' agreement.

[8] The services, the duration of their provision, and the cost of the same, were all detailed in a media agreement document. This had been sent to the respondent. By virtue of the first payment being made the court should hold that what was detailed therein constituted the agreement made. The document made clear that the claimant's advertising terms and conditions ("the terms and conditions") were incorporated into parties' agreement. The court should find established that a copy of the terms and conditions was sent with the media agreement, as was the policy of the company, or that they were otherwise explained to the respondent. In any event, the terms and conditions are also displayed on this This is Go website.

[9] The claimant pointed to three clauses as having particular importance. Two of these I saw as having limited significance in terms of what was in dispute. The third clause provided that placing an order with the claimant deemed acceptance of the terms and conditions – but this merely replicated what was said in the media agreement. The ninth clause required payment to be made each month by no later 7 days prior to broadcast. However, it was conceded that two payments totalling £3,600.00 had not been made. The issue was whether they were due.

[10] The seventh clause was potentially crucial. As per its terms "bookings", as they were referred to, could be cancelled by the client, but that right was qualified. Firstly, intimation required to be made by way of recorded delivery letter. Secondly, if cancellation took place

within 28 days of the scheduled broadcast, then the "airtime" set aside for that broadcast still required to be paid for.

[11] The radio advertising services were provided in full in each of the 3 months. The claimant had fulfilled its obligation. The respondent paid the fee arising for the first month of those services, but thereafter did not make the remaining two payments. The respondent continues to refuse to do so. The court should grant decree for payment of those sums. As payment would now be late, the respondent is also liable for an additional sum in terms of the 2018 Act.

[12] The respondent was maintaining that an email of 4 September 2023 from Mr Hamill cancelled the agreement. This was said to free the respondent from any further obligations to make payment. That was incorrect. As per clause seven of the terms and conditions, cancellation required to be by recorded delivery letter. In any event, the purported cancellation had been withdrawn at a meeting between Michele Hextall and Mr Hamill on 13 September 2025. Lastly, even if it was considered that the email stood as cancellation and had not been withdrawn, payment for services provided in the 28 days following intimated cancellation would still fall to be made.

The respondent's case

[13] The respondent conceded that there had been an agreement to purchase advertising services. The duration of the agreement was 3 months. The total cost, inclusive of VAT, was £5,400.00. Although it also relied upon critiques of the service provided by the claimant, the central feature of the respondent's case was that the agreement had been cancelled by the respondent on 4 September 2023. It had done so in a manner which parties agreed was the respondent's right. This terminated the agreement. The terms and

conditions, which set out the cancellation right more stringently, had not been part of the agreement reached.

[14] The agreement was brokered with Emma Donaldson-Tonner in a meeting and telephone call on 17 August and 18 August 2023 respectively. A media agreement document was then sent to the respondent on 21 August 2023. The media agreement stated that the agreement was made subject to the claimant's terms and conditions and that those were incorporated into the agreement. It did not however state what those terms and conditions were, nor where they were located. They were not sent out along with the media agreement, nor referred to therein. Mr Hamill was not advised that the terms and conditions could be found on the claimant's website. Ms Donaldson-Tonner made no reference to the claimant's terms and conditions, nor did she explain them. Ms Donaldson-Tonner had offered that the agreement could be cancelled for any reason, provided that occurred within 28 days of the agreement being made.

[15] The respondent had cancelled the agreement, as it was entitled to do, on 4 September 2023. Mr Hamill had sent an email to the respondent stating that. It followed dissatisfaction with the first broadcasts. The tags had erroneously referred to the respondent as Endrick Escapes. That was a competitor offering self-accommodation sites. The first month, which included the defective broadcasts, had been paid for, but the sums claimed by the claimant had not been and were not due given the exercise of the cancellation right.

[16] Ms Hextall had corresponded following the email of 4 September 2023, and she and Mr Hamill had met at the respondent's site on 13 September 2025. Marta Nowicka had been present. The cancellation was not withdrawn at that meeting. There had been discussion instead of the possibility of running a competition through the claimant as a different advertising method. Mr Hamill had discussed this, both at the meeting and in subsequent

email correspondence, but only because he had felt pressured by Ms Hextall. He did not intend for the respondent to use such services.

[17] Separately from the tag defect, the provision of services was otherwise deficient. Mr Hamill had been advised by Ms Donaldson that the linking onto the respondent's website and social media platforms would be from the claimant's website and social media platform. The link from the claimant's social media platforms was key to the respondent's acceptance of the agreement, as the respondent placed far greater importance to social media marketing. The respondent perceived website links to be unlikely to be used by their target demographic. The provision of website links alone by the claimant had not therefore met the terms of the agreement.

Decision

[18] An agreement or contract between parties requires that there be consensus in idem - in everyday language, agreement upon the same thing. The acceptance by one party must meet the offer of the other. The essential conditions and obligations of the agreement must be reasonably definite. The existence of consensus is examined objectively. There is no requirement that the agreement be constituted in writing but self-evidently this very much assists in determining what the consensus was (see McBryde, *The Law of Contract in Scotland* 3rd Edition at, variously, paragraphs 5.20, 6.08, and 6.72).

[19] As has been accounted the dispute in this claim came to; (i) whether the respondent had exercised a right provided by a condition of the agreement to cancel the contract, and had thus freed itself from obligation to make further payments; (ii) whether that cancellation, if it was available to the respondent, had then been withdrawn; and

(iii) whether the claimant met its obligations per the agreement. I will deal with the last of these disputed matters first.

The claimant's purported failure to meet its obligations

[20] Part of the argument of the respondent at the hearings, and a substantial part of the response to the claim, was that the provision of service had been defective. It was not expressed in terms as a material breach of the agreement. Rather it was posited as a reason as to why the right to cancel was exercised, although whatever else was in dispute about that right it was not said by anyone that its exercise required good reason. Nevertheless, it is clear that the argument of the lay representative for the respondent and the evidence of Mr Hamill amounted to saying that a material breach had occurred.

[21] It was not disputed that the tags for the first broadcast contained the error complained of. However, Mr Hamill had approved their wording by email. When the mistake had been highlighted, the claimant had the tags re-recorded to correctly refer to the respondent. There was no detailed evidence as to the extent to which Endrick Escapes was a competitor. The error made did not constitute a material breach of the agreement.

[22] Viewed objectively the agreement upon the links from the claimant's online presence to that of the respondent is that they would emanate only from the claimant's website. The media agreement sets out that part of the agreement thus:

a. "DIGITAL DISPLAY ADS ON THIS IS GO

b. THE DISPLAY ADVERTS WILL LINK OUT TO YOUT (sic) OWN WEBSITE AND SOCIAL MEDIA PLATFORMS"

I accepted the evidence, lightly disputed if at all, that This is Go was the designation of the claimant's website, and did not refer to their social media platforms. I therefore rejected the

submission that the claimant's provision of linkage constituted failure to meet its obligations in terms of agreement.

[23] The respondent's lay representative also argued in submission, very briefly and tentatively it must be said, that his son should have an award made to him taking account of the sum paid for the first months' services. I indicated at the time that I rejected such a proposition, and I adhere to that. There is no provision for counterclaim in simple procedure.

Cancellation of the contract

The right to cancel

[24] I found that the right to cancel was an essential condition of the agreement. There were, as narrated, opposing positions as to what that right was. There was opposing evidence too. This was taken from Ms Hextall and Mr Hamill. Neither party led Ms Donaldson-Tonner. It was she who had concluded the agreement for the claimant in August 2023. She had been signed off as sick and then resigned from the claimant's employment a short time thereafter. At face value however it was surprising that neither party listed her as a witness. Her evidence might have been of importance, but, as said, it was not before me.

[25] Ms Hextall managed Ms Donaldson-Tonner and had picked up the account of the respondent from her following receipt of the email of 4 September 2023. Ms Hextall was an impressive witness. She had considerable experience in the world of media sales. She gave her evidence in a straightforward manner. She explained with clarity the respondent's advertising sales process. She was questioned at length for more than two court days and dealt with that process with equability. I had no concerns about her credibility. However,

her evidence about the agreement reached was not direct evidence. She could not give that. On occasions the deficits that can cause led me to be unable to accept parts of her evidence.

[26] In the main her evidence pertained to the policies and approaches that she expected to be adhered to by her team when concluding sales. This included that confirmation of acceptance of the media agreement (by signature or confirming email) would be obtained, and a record retained centrally. This was required before services would be provided. More crucially perhaps, in concluding the agreement the existence of the terms and conditions would always be made clear to clients. Indeed, a copy of the same should be sent with the media agreement. The sales team had some discretion in reaching agreements, but that latitude did not extend to the terms and conditions.

[27] From her evidence of process and from the fact that a media agreement was sent, I was asked to infer that the terms and conditions were also sent to the respondent, or otherwise made clear. They were thus incorporated into the agreement. The agreement was subject to them. I felt unable to draw that inference. I found there to be evidence which pushed me to the conclusion that Ms Donaldson-Tonner had not conducted the sale of advertising services to the respondent in accordance with what Ms Hextall would expect and instead had done so in the way Mr Hamill said.

[28] Mr Hamill testified that Ms Donaldson-Tonner had advised him that the media agreement was being forwarded to him merely for his records. That is indeed how she explained it when sending it as an attachment in her email of 21 August 2023. That email did not ask that the agreement be signed and returned, or otherwise ask that confirmation of acceptance be provided. The claimant did not produce the media agreement, but Mr Hamill did. The production showed that the media agreement had not been signed.

[29] The claimant was unable to produce their copy of the agreement because when Ms Donaldson-Tonner's work laptop was returned, it had been wiped. That process had included not only deletion of documents, but also deletion of all emails sent and received. The wiping of this data was in and of itself good reason to infer that Ms Donaldson-Tonner was not adhering to what was expected of her in the execution of the sale.

[30] Mr Hamill did however produce emails from Ms Donaldson-Tonner which he had received and retained. These included the email of 21 August 2023. The email of 21 August 2023 would be, on Ms Hextall's view of how matters would have proceeded, the email which would attach a copy of the terms and conditions, or at least refer to them. It did not make reference to attaching the claimant's terms and conditions. This contrasted with its reference to its attachment of the media agreement and also a pro forma invoice. The evidence was that both of these documents were received. Neither did the email refer in any other way to the claimant's terms and conditions.

[31] Mr Hamill gave direct evidence of what had been agreed in the meeting and telephone call with Ms Donaldson-Tonner about the cancellation right. This was the only direct evidence on this point. He stated that it was agreed that the respondent could cancel the agreement in the 28 day period following the reaching of the agreement. I found this position to be supported by the terms of Mr Hamill's email of 4 September 2023. Also, by the terms of an email he sent on 15 November 2023 at 09.09am - forwarded to the claimant in response to late payment of invoices being chased. Both clearly operate on the basis that as at 4 September 2023 he had the right to cancel the agreement by sending an email to that effect.

[32] I accepted Mr Hamill's evidence as to what he was, and was not, told about the cancellation right and about the terms and conditions. The fact that the terms and

conditions were said in the media agreement to be incorporated did not mean that they were agreed upon in circumstances where Mr Hamill was not told what they were or where they could be found, and where as far as cancellation was concerned he was given an entirely different understanding of what the respondent's entitlement was. In those circumstances the terms and conditions were without meaning to the respondent and could not be agreed upon. Ms Hextall did not expect that the terms and conditions would be deviated from, but there was no argument presented that in those circumstances Ms Donaldson-Tonner would not have had agency or authority to execute agreement. I found that consensus in idem on cancellation was that the respondent could cancel within 28 days of the agreement being reached.

[33] If however on the facts I found that is wrong, then then the only other way to view it must be that there was no consensus in idem on an essential matter and that the agreement was not enforceable. I make clear that that this is not the basis of my decision here, and that argument was not presented by either side on that basis.

[34] Lastly on this matter I observe that clause seven of the terms and conditions where it addresses the need to make payments within the 28 day notice period speaks only of payment for "airtime". The agreement here was for airtime and digital display of adverts linking to the respondent's sites. How the costs of the service were apportioned between airtime and advert display was not set out in the media agreement, nor addressed in the claim. Ms Hextall did state, somewhat in passing, that in her view the digital display adverts were merely of added value, but that did not appear to be how they were posited to the respondent in the discussions with Ms Donaldson-Tonner. Further they are seemingly given equal footing in the media agreement. However, here also I received no arguments addressing this point.

The purported withdrawal of the cancellation

[35] I did not find that the evidence supported the view that the cancellation had been withdrawn at that meeting of 13 September 2023. Ms Hextall's position was that that is what had taken place. However, she did not provide a detailed or definitive account of what was said. I found this part of her evidence, in contrast to almost all of the rest of her evidence, to be vague. I formed the view from her account that, understandably, she had been proceeding gently at that meeting. She was attempting to repair relations with a disgruntled client. She had made in-roads in that regard and had piqued some interest on the part of Mr Hamill about sponsoring a competition prize as part of a different advertising service, but there had not been a withdrawal of the cancellation issued on 4 September 2023. When questioned Ms Hextall pointed to the subsequent email correspondence with Mr Hamill. This went on for many weeks after 13 September 2023. This, she said, supported the fact that any purported cancellation had been withdrawn.

[36] I could not agree that these exchanges supported that contention. There was no reference in them by anyone to withdrawal of the cancellation. I saw the correspondence as relating to possibly engaging a future advertising service involving sponsoring a competition prize.

[37] Mr Hamill's position was that this was precisely what the e emails related to. This he said was all that was discussed at the meeting in so far as future engagement was concerned. Ms Nawocki supported that position in her evidence. When cross-examined upon why he was willing to continue to engage with the claimant at all, Mr Hamill stated that he felt pressured by Ms Hextall.

[38] That proposition was not put to Ms Hextall when she was cross examined. It was therefore, as a starting point, hard to ascribe weight to. In any event it seemed illogical that Mr Hamill would continue to feel pressured so long after the meeting. The emails produced were not indicative of a pressurised sales approach, and it also seemed unlikely from Ms Hextall's careful approach to executing sales that she would behave in such a way. I did not find Mr Hamill's evidence on this matter to be credible.

[39] It does not follow from that finding that I reject the whole of Mr Hamill's evidence relating to the meeting of 13 September 2023. I can pick and choose from his evidence that which I accept and that which I reject. I accept his evidence that he did not withdraw his cancellation of the agreement at that meeting.

[40] My overarching conclusions on the material issues in dispute were therefore:

a. The agreement reached by the parties had included an essential condition that the respondent could cancel the agreement provided that it did so within 28 days of the agreement being reached.

b. The agreement was timeously cancelled by way of Mr Hamill's email of 4 September 2023.

c. The agreement was therefore terminated on 4 September 2023.

d. The cancellation was not withdrawn on 13 September 2023.

e. The sum of £3,600.00 claimed to be due and unpaid, is not due.

Expenses

[41] I will, if necessary, hear parties at a case management discussion on the issue of the expenses of the claim. I have asked that the sheriff clerk assign a date for the same and I

direct that it be held by Webex video conference. If parties reach agreement on that matter they can notify the clerk and the hearing can be discharged administratively.