



MOBILITY AIDS SERVICE EQUIPMENT HIRE AGREEMENT/TERMS OF HIRE

This Agreement sets out the terms of hire for the mobility aids equipment described in the Confirmation of Hire form from The British Red Cross Society (referred to in this Agreement as BRC), a Royal Charter corporation registered in England and Wales with registered number RC000070 and a registered charity (number 220949 in England and Wales and number SCO37738 in Scotland) and whose national headquarters is at 44 Moorfields, London EC2Y 9AL. References to "You" or "Your" refers to the recipient of the Equipment and any person placing an order on their behalf (where relevant).

Please read these Equipment Terms of Hire carefully before agreeing to hire the Equipment. An order can be placed by phone, in person or online. Where an order is confirmed, You confirm that You have read and agree to these Equipment Terms of Hire.

1. Supply of Equipment

1.1 The Equipment remains the property of BRC and it is supplied on a short-term basis for a minimum of 1 week unless BRC agree this in writing with You ("**Hire Period**").

1.2 You are responsible for the Equipment for the duration of the Hire Period and the risk of loss, theft, damage or destruction of the Equipment passes to You as soon as You take delivery of the Equipment.

1.3 Should a defect in the Equipment be identified, You must notify the BRC Hub Admin Office immediately by calling 0300 456 1914, so that BRC may take appropriate action to repair or replace the Equipment.

1.4 You will keep the Equipment in a suitable and secure environment whilst in Your possession and You will maintain the equipment in the same good operating condition as it was at the time it was delivered to You or when You collected it from BRC.

1.5 You must check that the Equipment is in good and safe working condition each time before use by either You or the user.

1.6 Equipment provided must be used in accordance with the instructions, demonstrations and guidance given by BRC at the time of delivery/collection.

1.7 BRC may need to contact You during the Hire Period (for example, in the event that a product recall notice is issued). You must respond promptly and without delay to any request from BRC to return the Equipment.

1.8 You must notify BRC immediately of any change to Your contact details.

1.9 This Agreement is personal to You and You are not permitted to assign or transfer any of your rights and obligations under this Agreement to any third party without BRC's prior written consent.

1.10 You confirm that the user of the Equipment is under the maximum height and weight limit for the Equipment provided, as requested at point of delivery/collection.

1.11 BRC may terminate this Agreement immediately if You are in material breach of its terms and, having received a notice from BRC, have failed to remedy that breach within 14 calendar days.

2. Delivery of Equipment

2.1 You may collect the Equipment in person from the BRC outlet or branch during advertised opening hours only. Delivery will be deemed to be complete once You have taken



possession of the Equipment and agreed to the terms of this Agreement and paid the Hire Charge.

2.2 Subject to additional arrangement, and for the payment of an additional fee, You may arrange for a home delivery of the Equipment where this is available. Under these arrangements, delivery will be deemed to be completed once You have accepted possession of the Equipment at the delivery address.

2.3 Where You arrange for the Equipment to be collected by a third party on Your behalf, You are responsible for any damage to the Equipment by the third party or any failure of delivery by the third party. Delivery will be deemed to be completed where the third party has taken possession of the Equipment.

3. Return of Equipment

3.1 The Equipment must be returned either to a BRC outlet or branch and into the possession of a BRC representative during the outlet/branch advertised opening hours or to the BRC approved courier/delivery service (under separate home delivery options).

3.2 Should You choose to return the Equipment by a non-approved courier/ delivery service, then any return will not be deemed to be complete until such time as the Equipment has been received by a BRC representative at a BRC outlet or branch during advertised opening hours. In such cases, You retain liability for the safe transport of the Equipment and will incur additional Hire Charges should the agreed Hire Period be exceeded.

3.3 The Equipment must be returned to BRC in good condition by or before the end of the agreed Hire Period.

3.4 BRC reserve the right to charge You for any unauthorised alterations to the Equipment, any missing parts or repairs required to the Equipment that is deemed to have been caused by carelessness or outside the expected 'wear and tear' through normal use.

Return of Wheelchairs for Servicing

3.5 In accordance with the manufacturer's instructions, any wheelchair supplied to You under these Equipment Terms of Hire ("Wheelchair") must be serviced by BRC no later than 12 weeks from the date of its delivery to You in accordance with clause 2 above ("Delivery Date").

3.6 You must return the Wheelchair to BRC no later than 12 weeks from its Delivery Date ("Service Delivery Date"). Should you require use of the Wheelchair beyond 12 weeks BRC will provide you with an alternative Wheelchair and the terms of this Agreement will apply to such alternative Wheelchair.

3.7 Clauses 3.1 to 3.4 apply in relation to the return of the Wheelchair.

3.8 Any failure by You to return the Wheelchair in accordance with this clause 3 before the Service Delivery Date is a material breach of the terms of this Agreement and BRC is entitled to terminate this Agreement immediately without further notice and require that You return the Wheelchair immediately.

3.9 To the extent permissible by law BRC accepts no responsibility or liability for any losses, damages, costs and expenses suffered or incurred by You or any third party in connection with or related to your retention of the Wheelchair after the Service Delivery Date.

4. Hire Charges

4.1 Hire Charges include Value Added Tax (VAT) unless the person using the Equipment is eligible for disability zero rated VAT (as defined by HMRC) and this has been declared at the point of hiring the Equipment.



4.2 Hire Charges are set at weekly rates and the minimum Hire Charge is set at the weekly rate.

4.3 If the Equipment is not returned or made available for an agreed collection at the end of the agreed Hire Period, BRC reserves the right to charge You for 4 additional weeks Hire Charge.

4.4 Where Equipment has not been returned within 28 calendar days of the end of the agreed Hire Period, You are liable for the full replacement cost of the Equipment plus 4 additional weeks' Hire Charge, and a 10% admin fee. Where Equipment has not been returned within 28 calendar days we also reserve the right to visit the address where the equipment is held to try and recover the equipment.

4.5 Any agreed reduction in the length of the Hire Period of 7 calendar days or more will be entitled to a refund. Refunds will only be made for full weeks of any outstanding hire remaining, and only on return of the Equipment.

4.6 Refunds will be made to the payment method used at the start or the extension of the Hire Period. Where a payment card was used, then payment will only be returned to that card. Any refund of cash or cheques will be made via bank transfer or cheque.

5. Terms of Payment

5.1 Hire Charges are either: (a) payable in full for the entire Hire Period at the time of booking, and in full for any agreed extensions of the Hire Period; or (b) where available, payable via BRC's weekly recurring payment option. Where payment is made via BRC's weekly recurring payment option, You shall pay for 1 week's Hire Charge up front and a weekly Hire Charge will then be deducted from Your payment card for each week of additional hire (up to a maximum of 19 weeks).

5.2 You are not entitled to withhold any payment or make any deductions from the agreed Hire Charge unless agreed in advance and in writing by BRC.

6. How we'll use Your information

BRC will use Your personal data to perform its obligations under this Agreement and to contact You to discuss this Agreement and/or the Equipment. In addition, we will use Your data in anonymised form to help us better understand our customer needs and develop improvements to our service. All our use of Your data will be in accordance with BRC's Privacy Notice <https://www.redcross.org.uk/privacy>. We will not use Your personal data for any direct marketing purposes unless we have Your consent.

7. Capacity

Where You are placing an order on behalf of another individual due to the recipient of the Equipment not having the capacity or ability to place the order on their own behalf, You shall ensure that the recipient of the Equipment complies with the terms of this Agreement.

8. Governing Law and Jurisdiction

These terms are governed by English law and you can bring legal proceedings in respect of the Equipment in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Equipment in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Equipment in either the Northern Irish or the English courts.



MOBILITY AIDS SERVICE CONTRACTS & ASSISTANCE PROGRAMME EQUIPMENT TERMS & CONDITIONS OF LOAN

This Agreement sets out the terms of loan for the mobility aids equipment described in the Confirmation of Loan form from The British Red Cross Society (referred to in this Agreement as BRC), a Royal Charter corporation registered in England and Wales with registered number RC000070 and a registered charity (number 220949 in England and Wales and number SCO37738 in Scotland) and whose national headquarters is at 44 Moorfields, London EC2Y 9AL. References to "You" or "Your" refers to the recipient of the Equipment and any person placing an order on their behalf (where relevant).

Please read these Equipment Terms of Loan carefully before agreeing to borrow the Equipment. An order can be placed by phone, in person or online. Where an order is confirmed, You confirm that You have read and agree to these Equipment Terms of Loan.

1. Supply of Equipment

- 1.1 The Equipment remains the property of BRC and it is supplied on a short-term basis as agreed with BRC at the start of the loan period but not for a total period exceeding 12 weeks unless otherwise agreed with BRC ("**Loan Period**").
- 1.2 You are responsible for the Equipment for the duration of the Loan Period and the risk of loss, theft, damage or destruction of the Equipment passes to You as soon as You take delivery of the Equipment.
- 1.3 Should a defect in the Equipment be identified, You must notify the BRC Hub Admin Office immediately by calling 0300 456 1914, so that BRC may take appropriate action to repair or replace the Equipment.
- 1.4 You will keep the Equipment in a suitable and secure environment whilst in Your possession and You will maintain the equipment in the same good operating condition as it was at the time it was delivered to You or when You collected it from BRC.
- 1.5 You must check that the Equipment is in good and safe working condition each time before use by either You or the user.
- 1.6 Equipment provided must be used in accordance with the instructions, demonstrations and guidance given by BRC at the time of delivery/collection.
- 1.7 BRC may need to contact You during the Loan Period (for example, in the event that a product recall notice is issued). You must respond promptly and without delay to any request from BRC to return the Equipment.
- 1.8 You must notify BRC immediately of any change to Your contact details.
- 1.9 This Agreement is personal to You and You are not permitted to assign or transfer any of Your rights and obligations under this Agreement to any third party without BRC's prior written consent.
- 1.10 You confirm that the user of the Equipment is under the maximum height and weight limit for the Equipment provided, as requested at point of delivery/collection.
- 1.11 BRC may terminate this Agreement immediately if You are in material breach of its terms and, having received a notice from BRC, have failed to remedy that breach within 14 calendar days.



2. Eligibility for Equipment Loan

2.1 You may be eligible for a loan of Equipment under this Agreement: (a) because the service is funded or part funded by a commissioning body and You meet their eligibility criteria; or (b) where You have contacted us about Your financial situation and have been provided with an Assistance Programme authorisation number.

2.2 Where You are eligible for a loan of Equipment under 2.1(b) above, a valid/in date authorisation number must be submitted to BRC before the Equipment is supplied to You.

3. Delivery of Equipment

3.1 You may collect the Equipment in person from the BRC outlet or branch during advertised opening hours only. Delivery will be deemed to be complete once You have taken possession of the Equipment and agreed to the terms of this Agreement.

3.2 Subject to additional arrangement, and for the payment of a fee, You may arrange for a home delivery of the Equipment where this is available. Under these arrangements, delivery will be deemed to be completed once You have accepted possession of the Equipment at the delivery address.

3.3 Where You arrange for the Equipment to be collected by a third party on Your behalf, You are responsible for any damage to the Equipment by the third party or any failure of delivery by the third party. Delivery will be deemed to be completed where the third party has taken possession of the Equipment.

4. Return of Equipment

4.1 The Equipment must be returned either to a BRC outlet or branch and into the possession of a BRC representative during the outlet/branch advertised opening hours or to the BRC approved courier/delivery service (under separate home delivery options).

4.2 Should You choose to return the Equipment by a non-approved courier/ delivery service, then any return will not be deemed to be complete until such time as the Equipment has been received by a BRC representative at a BRC outlet or branch during advertised opening hours. In such cases, You retain liability for the safe transport of the Equipment and may incur charges should the agreed Loan Period be exceeded.

4.3 The Equipment must be returned to BRC in good condition by or before the end of the agreed Loan Period.

4.4 BRC reserve the right to charge You for any unauthorised alterations to the Equipment, any missing parts or repairs required to the Equipment that is deemed to have been caused by carelessness or outside the expected 'wear and tear' through normal use.

Return of Wheelchairs for Servicing

4.5 In accordance with the manufacturer's instructions, any wheelchair supplied to You under these Equipment Terms of Loan ("Wheelchair") must be serviced by BRC no later than 12 weeks from the date of its delivery to You in accordance with clause 3 above ("Delivery Date").

4.6 You must return the Wheelchair to BRC no later than 12 weeks from its Delivery Date ("Service Delivery Date").

4.7 Clauses 4.1 to 4.4 apply in relation to the return of the Wheelchair.

4.8 Any failure by You to return the Wheelchair in accordance with this clause 4 before the Service Delivery Date is a material breach of the terms of this Agreement and BRC is entitled to terminate this Agreement immediately without further notice and require that You return the Wheelchair immediately.

4.9 To the extent permissible by law BRC accepts no responsibility or liability for any losses, damages, costs and expenses suffered or incurred by You or any third party in connection with or related to your retention of the Wheelchair after the Service Delivery Date.

5. Loan Costs

5.1 The Equipment has been issued to You on Loan free of charge (except as otherwise provided in this Agreement) however we will ask You for a voluntary donation to help us cover the cost of running the service. Where such donation is given, the parties acknowledge and agree that the donation is not a payment for the Equipment or conditional on the provision of the Equipment.

5.2 Where Equipment has not been returned within 28 calendar days of the end of the agreed Loan Period, You are liable for the full replacement cost of the Equipment, plus a 10% administration fee. Where Equipment has not been returned within 28 calendar days we also reserve the right to visit the address where the equipment is held to try and recover the equipment.

6. How we'll use Your information

BRC will use Your personal data to perform its obligations under this Agreement and to contact You to discuss this Agreement and/or the Equipment. In addition, we will use Your data in anonymised form to help us better understand our customer needs and develop improvements to our service. All our use of Your data will be in accordance with BRC's Privacy Notice <https://www.redcross.org.uk/privacy>. We will not use Your personal data for any direct marketing purposes unless we have Your consent.

7. Capacity

Where You are placing an order on behalf of another individual due to the recipient of the Equipment not having the capacity or ability to place the order on their own behalf, You shall ensure that the recipient of the Equipment complies with the terms of this Agreement.

8. Governing Law and Jurisdiction

These terms are governed by English law and you can bring legal proceedings in respect of the Equipment in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Equipment in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Equipment in either the Northern Irish or the English courts.



GWASANAETH CYMHORTHION SYMUDEDD CONTRACTAU AC OFFER RHAGLEN GYMORTH TELERAU AC AMODAU'R BENTHYCIAD

Mae'r Cytundeb hwn yn gosod telerau'r benthyciad ar gyfer yr offer cymhorthion symudedd a ddisgrifir yn y ffurflen Cadarnhau Benthyciad gan Gymdeithas y Groes Goch Brydeinig (y cyfeirir ati yn y Cytundeb hwn fel BRC), corfforaeth Siarter Frenhinol sydd wedi'i chofrestru yng Nghymru a Lloegr gyda'r rhif cofrestredig RC000070 ac elusen gofrestredig (rhif 220949 yng Nghymru a Lloegr a rhif SCO37738 yn yr Alban) ac y mae ei phencadlys cenedlaethol yn 44 Moorfields, Llundain EC2Y 9AL. Mae cyfeiriadau at "Chi" neu "Eich" yn cyfeirio at dderbynnnydd yr Offer ac unrhyw berson sy'n archebu ar eu rhan (lle bo hynny'n berthnasol).

Darllenwch y Telerau Benthyciad Offer hyn yn ofalus cyn cytuno i fenthyg yr Offer. Gellir archebu dros y ffôn, yn bersonol neu ar-lein. Pan fydd archeb yn cael ei chadarnhau, Rydych yn cadarnhau Eich bod wedi darllen a chytuno i'r Telerau Benthyciad Offer hyn.

1. Cyflenwi Offer

1.1 Mae'r Offer yn parhau i fod yn eiddo i BRC ac fe'i cyflenwir ar sail tymor byr fel y cytunwyd gyda BRC ar ddechrau'r cyfnod benthycia ond nid am gyfanswm cyfnod sy'n fwy na 12 wythnos oni chytunir fel arall gyda BRC ("**Cyfnod Benthyciad**").

1.2 Rydych yn gyfrifol am yr Offer Drwy gydol y Cyfnod Benthyciad ac mae'r risg o golli, dwyn, difrodi neu ddinistrio'r Offer yn pasio i Chi cyn gynted ag y byddwch yn derbyn yr Offer.

1.3 Pe bai nam yn yr Offer yn cael ei nodi, rhaid i chi hysbysu Swyddfa Weinyddol Hyb BRC ar unwaith drwy ffonio 0300 456 1914, fel y gall BRC gymryd camau priodol i atgyweirio neu amnewid yr Offer.

1.4 Byddwch yn cadw'r Offer mewn amgylchedd addas a diogel tra bydd yn eich meddiant a Byddwch yn cynnal a chadw'r offer yn yr un cyflwr gweithredu da ag yr oedd ar yr adeg y cafodd ei anfon atoch Chi neu pan wnaethoch ei gasglu gan BRC.

1.5 Rhaid i chi wirio bod yr Offer mewn cyflwr gweithio da a diogel bob tro cyn i Chi neu'r defnyddiwr ei ddefnyddio.

1.6 Rhaid defnyddio'r offer a ddarperir yn unol â'r cyfarwyddiadau, yr arddangosiadau a'r arweiniad a roddwyd gan BRC ar adeg eu hanfon/casglu.

1.7 Mae'n bosib y bydd angen i BRC gysylltu â chi yn ystod y Cyfnod Benthyciad (er enghraifft, os rhoddir rhybudd galw cynnyrch yn ôl). Rhaid i chi ymateb yn brydlon a heb oedi i unrhyw gais gan BRC i ddychwelyd yr Offer.

1.8 Rhaid i chi hysbysu BRC ar unwaith am unrhyw newid i'ch manylion cyswllt.

1.9 Mae'r Cytundeb hwn yn bersonol i Chi ac ni chaniateir i chi aseinio na throsglwyddo unrhyw un o'ch Hawliau a'ch rhwymedigaethau o dan y Cytundeb hwn i unrhyw drydydd parti heb gysyniad ysgrifenedig blaenorol BRC.

1.10 Rydych yn cadarnhau bod defnyddiwr yr Offer o dan y terfyn uchder a phwysau uchaf ar gyfer yr Offer a ddarperir, fel y gofynnir amdano wrth ei anfon/casglu.

1.11 Gall BRC derfynu'r Cytundeb hwn ar unwaith os ydych yn torri ei delerau yn sylweddol ac, ar ôl derbyn rhybudd gan BRC, wedi methu â datrys y toriad hwnnw cyn pen 14 diwrnod calendr.



2. Cymhwysedd ar gyfer Benthyciad Offer

2.1 Mae'n bosib y byddwch yn gymwys i gael benthyciad o Offer o dan y Cytundeb hwn: (a) oherwydd bod y gwasanaeth yn cael ei ariannu neu ei ariannu'n rhannol gan gorff comisiynu a'ch bod yn cwrdd â'u meini prawf cymhwysedd; neu (b) lle Rydych wedi cysylltu â ni ynghylch Eich sefyllfa ariannol ac wedi cael rhif awdurdodi Rhaglen Gymorth.

2.2 Pan fyddwch yn gymwys i gael benthyciad Offer o dan 2.1(b) uchod, rhaid cyflwyno rhif awdurdodi dilys/presennol i BRC cyn i'r Offer gael ei gyflenwi i Chi.

3. Dosbarthu Offer

3.1 Gallwch gasglu'r Offer yn bersonol o allfa neu gangen BRC yn ystod oriau agor a hysbysebwr yn unig. Bernir bod y dosbarthu'n gyflawn unwaith y byddwch wedi cymryd meddiant o'r Offer ac wedi cytuno i delerau'r Cytundeb hwn.

3.2 Yn amodol ar drefniant ychwanegol, ac ar gyfer talu ffi, gallwch drefnu bod yr Offer yn cael ei anfon i'ch cartref lle mae hwn ar gael. O dan y trefniadau hyn, bernir bod y dosbarthu wedi'i gwblhau unwaith y byddwch wedi derbyn meddiant o'r Offer yn y cyfeiriad anfon.

3.3 Pan fyddwch yn trefnu i drydydd parti gasglu'r Offer ar eich rhan, Chi sy'n gyfrifol am unrhyw ddifrod i'r Offer gan y trydydd parti neu unrhyw fethiant i'w gyflenwi gan y trydydd parti. Bernir bod y dosbarthu wedi'i gwblhau pan fydd y trydydd parti wedi cymryd meddiant o'r Offer.

4. Dychwelyd Offer

4.1 Rhaid dychwelyd yr Offer naill ai i allfa neu gangen BRC ac i feddiant cynrychiolydd BRC yn ystod yr oriau agor a hysbysebwr gan allfa/cangen neu i'r gwasanaeth cludo/dosbarthu a gymeradwywyd gan BRC (o dan opsiynau dosbarthu cartref ar wahân).

4.2 Pe byddech yn dewis dychwelyd yr Offer gan wasanaeth cludo/dosbarthu heb ei gymeradwyo, yna ni fydd unrhyw ddychweliad yn gyflawn nes bod cynrychiolydd BRC wedi derbyn yr Offer mewn allfa neu gangen BRC yn ystod yr oriau agor a hysbysebwr. Mewn achosion o'r fath, Rydych yn cadw atebolrwydd am gludo'r Offer yn ddiogel a gallai godi taliadau os eir y tu hwnt i'r Cyfnod Benthyciad y cytunwyd arno.

4.3 Rhaid dychwelyd yr Offer i BRC mewn cyflwr da erbyn diwedd y Cyfnod Benthyciad y cytunwyd arno neu cyn hynny.

4.4 Mae BRC yn cadw'r hawl i godi tâl arnoch chi am unrhyw addasiadau diawdurdod i'r Offer, unrhyw rannau neu atgyweiriadau coll sy'n ofynnol i'r Offer yr ystyrir eu bod wedi'u hachosi gan ddiogelwch neu y tu allan i'r 'traul' disgwylidig drwy ddefnydd arferol.

Dychwelyd Cadeiriau Olwyn i'w Gwasanaethu

4.5 Yn unol â chyfarwyddiadau'r gwneuthurwr, rhaid i BRC wasanaethu unrhyw gadair olwyn a gyflenwir i Chi o dan y Telerau Benthyciad Offer hwn ("Cadair Olwyn") ddim hwyrach na 12 wythnos o ddyddiad ei ddanfôn i Chi yn unol â chymal 3 uchod ("Dyddiad Dosbarthu").

4.6 Rhaid i chi ddychwelyd y Gadair Olwyn i BRC heb fod yn hwyrach na 12 wythnos o'i Dyddiad Cyflenwi ("Dyddiad Cyflenwi Gwasanaeth").

4.7 Mae cymalau 4.1 i 4.4 yn berthnasol mewn perthynas â dychwelyd y Gadair Olwyn.

4.8 Mae unrhyw fethiant gennych chi i ddychwelyd y Gadair Olwyn yn unol â'r cymal 4 hwn cyn y Dyddiad Cyflenwi Gwasanaeth yn torri amodau telerau'r Cytundeb hwn ac mae gan BRC hawl i derfynu'r Cytundeb hwn ar unwaith heb rybudd pellach a mynnu eich bod yn dychwelyd y Gadair Olwyn ar unwaith.



4.9 I'r graddau a ganiateir yn ôl y gyfraith, nid yw BRC yn derbyn unrhyw gyfrifoldeb nac atebolrwydd am unrhyw golledion, iawndal, costau a threuliau a ddiroddwyd neu a dynnwyd gennych chi neu unrhyw drydydd parti mewn cysylltiad â'ch cadair olwyn neu sy'n gysylltiedig â hi ar ôl y Dyddiad Cyflenwi Gwasanaeth.

5. Costau Benthyciad

5.1 Mae'r Offer wedi'i roi i Chi ar Fenthyciad yn rhad ac am ddim (ac eithrio fel y darperir yn wahanol yn y Cytundeb hwn) ond byddwn yn gofyn i chi am rodd wirfoddol i'n helpu i dalu cost rhedeg y gwasanaeth. Pan roddir rhodd o'r fath, mae'r partiön yn cydnabod ac yn cytuno nad yw'r rhodd yn daliad am yr Offer nac yn amodol ar ddarparu'r Offer.

5.2 Lle nad yw offer wedi'i ddychwelyd o fewn 28 diwrnod calendr i ddiwedd y cyfnod benthyciad y cytunwyd arno, chi sy'n atebol am gost lawn amnewid yr offer, ynghyd â ffi weinyddol o 10%. Lle nad yw offer wedi'i ddychwelyd o fewn 28 diwrnod calendr, rydym hefyd yn cadw'r hawl i ymweld â'r cyfeiriad lle cedwir yr offer i geisio adennill yr offer.

6. Sut y byddwn yn defnyddio Eich gwybodaeth

Bydd BRC yn defnyddio Eich data personol i gyflawni ei rwymedigaethau o dan y Cytundeb hwn ac i gysylltu â Chi i drafod y Cytundeb hwn a/neu'r Offer. Yn ogystal, byddwn yn defnyddio Eich data ar ffurf anhysbys i'n helpu i ddeall anghenion ein cwsmeriaid yn well a datblygu gwelliannau i'n gwasanaeth. Bydd ein holl ddefnydd o'ch data yn unol â Hysbysiad Preifatrwydd BRC <https://www.redcross.org.uk/privacy>. Ni fyddwn yn defnyddio Eich data personol at unrhyw ddibenion marchnata uniongyrchol oni bai bod gennym Eich caniatâd.

7. Gallu

Lle Rydych yn gosod gorchymyn ar ran unigolyn arall oherwydd nad oes gan dderbynydd yr Offer y gallu i roi'r archeb ar ei ran ei hun, byddwch yn sicrhau bod derbynydd yr Offer yn cydymffurfio â thelerau'r Cytundeb hwn.

8. Llywodraethu Cyfraith ac Awdurdodaeth

Mae'r telerau hyn yn cael eu llywodraethu gan gyfraith Lloegr a gallwch ddod ag achos cyfreithiol mewn perthynas â'r Offer yn llysoedd Lloegr. Os ydych yn byw yn yr Alban gallwch ddod ag achos cyfreithiol mewn perthynas â'r Offer naill ai yn llysoedd yr Alban neu yn Lloegr. Os ydych yn byw yng Ngogledd Iwerddon gallwch ddod ag achos cyfreithiol mewn perthynas â'r Offer naill ai yn llysoedd Gogledd Iwerddon neu lysoedd Lloegr.