



handicare

HANDICARE ACCESSIBILITY LIMITED

**BATHING PRODUCTS
CANCELLATION TERMS & CONDITIONS**

Please read this document as it sets out:

- (a) when the right to cancel applies**
- (b) the implications of you exercising the right to cancel when it applies**
- (c) our terms and conditions that apply to cancelled contracts**

1. INTRODUCTION

1.1 In certain circumstances, pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the **2013 Regulations**) you have the right to cancel the contract that you and we have entered into simply because you have changed your mind.

1.2 Please read this document carefully as it sets out:

- (a) when the right to cancel applies under the 2013 Regulations and when it does not apply
- (b) the implications of you exercising the right to cancel
- (c) our terms and conditions that apply to cancelled contracts.

1.3 Please note that you may also have the right to cancel the contract pursuant to clause 5 of our Terms and Conditions of Sale for Bathing Products in circumstances where, following the technical survey, you are not satisfied with any changes that we are proposing to make to your order at that stage.

2. WHEN THE RIGHT TO CANCEL APPLIES

Under the 2013 Regulations the right to cancel the contract will apply in the following circumstances:

2.1 Where the contract is entered into in the simultaneous physical presence of our representative and you, in a place which is not our business premises then the right to cancel applies.

Example: If the contract is entered into in your home, in the physical presence of our representative and you, then the right to cancel will apply.

2.2 Where the contract is concluded:

- (i) on our business premises; or
- (ii) through any means of distance communication at any time you were personally and individually addressed in a place which is not our business premises in the simultaneous physical presence of our representative, then the right to cancel applies.

Example: If the contract is entered into as a result of your telephoning or emailing our sales team **immediately after** you were visited by our representative in your home, then the right to cancel will apply to the resulting contract. For these purposes we are treating contracts entered into within 24 hours of the visit as being contracts entered into immediately after the visit.

3. WHAT IS THE DEADLINE FOR EXERCISING THE RIGHT TO CANCEL?

3.1 If you wish to cancel the contract you must let us know within the cancellation period. The cancellation period begins when the contract is entered into and ends 14 days after the day that we complete installation for you.

4. HOW DO I EXERCISE MY RIGHT TO CANCEL?

- 4.1** Where you have the right to cancel the contract and wish to do so then you must inform us of your decision either by telephone, email or by writing to us stating your intention to cancel and providing details of your name and address. However, we would suggest that it is best that you either email or write to us for evidential purposes.
- 4.2** Our contact details are:
- Our trading and postal address is Handicare Accessibility Limited, Unit 8, Gordon Mills, Netherfield Road, Guiseley, LS20 9PD
 - Our telephone number is 0800 019 8625
 - Our customer services email address is bathing-priority@handicare.com
- 4.3** If you are exercising your right to cancel the contract you may use (but do not have to) the Customer Cancellation Notice Form set out in Annex 1 below and then complete it and send it to us.
- 4.4** To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

5. REIMBURSEMENT AND DEDUCTIONS

- 5.1** If you cancel the contract then we will reimburse you. However, please note that you may not obtain a full refund and we reserve the right to make appropriate and reasonable deductions where one or more of the circumstances in paragraphs 5.2, 5.3 and 5.4 apply.
- 5.2** We may make a reasonable deduction as regards parts of our product that are made to a customer's specification or which are clearly personalised. That means, we may make a deduction in respect of parts and components that are bespoke, tailored made or made to measure, so as to satisfy your particular order and its specifications. Further, we may begin preparation of the product for you as soon as the order is placed (unless specifically requested by you not to do so) in order to obtain for you the quickest installation time possible.
- 5.3** We may also make a deduction from the reimbursement for loss in value of any product supplied, if the loss is the result of unnecessary handling or misuse by you. If we refund you the price paid before we are able to inspect the products and later discover you have handled or used them in an unacceptable way, you must pay us an appropriate amount of compensation.
- 5.4** Also, if you have requested us to provide any services (such as survey visits or installation services) during the cancellation period, then you shall pay us an amount for the services supplied up until the time you informed us of your decision to cancel.
- 5.5** We will make the reimbursement without undue delay, and not later than, as applicable:
- (a) if no product has been supplied, 14 days after the day on which we are informed about your decision to cancel this contract;
 - (b) 14 days after we collect the product from you in circumstances where paragraph 7.1 applies;

(c) 14 days after the day we uninstall the product and collect the product from you in circumstances where paragraph 7.2 applies.

5.6 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees purely as a result of the reimbursement.

6. CREDIT AGREEMENT

6.1 If a credit agreement has been agreed in relation to our contract to supply our product to you, then any such credit agreement will automatically be cancelled upon the cancellation of our supply contract.

7. RETURN OF THE PRODUCT AND REPAIR / REDECORATION COSTS

7.1 Where the contract has been cancelled after the product has been delivered to you but not yet installed (in whole or in part) then we will collect the product from you free of charge.

7.2 Where the contract has been cancelled after the product has been delivered to you and the product (or part of the product) has been installed then at your specific request we would be willing to:

- (a) uninstall the product (or the relevant installed part) provided you agree to pay our additional and reasonable costs for doing so;
- (b) thereafter remove the product from you provided you agree to pay our additional and direct collection costs.

7.3 It will invariably be the case that where, at your request, we uninstall the product (or the relevant installed part) that additional work, repairs and/or decoration will be required to return the location to its pre-installation condition. You will be responsible for appointing a suitably qualified contractor to undertake this work on your behalf and save where paragraph 7.4 applies for paying all their charges.

7.4 If we uninstall the product under paragraph 7.2 then we shall not be liable for the cost of any works, repairs and/or decoration required to return the location to its pre-installation condition except to the extent that the need for such works, repairs or decoration is as a result of our or our subcontractor's negligence.

7.5 If we uninstall and remove the product from you under paragraph 7.2 then we reserve the right to deduct the related costs from any reimbursement referred to in paragraph 5 or to invoice you separately. Where any such deduction does not cover all our costs then we may also invoice you for the outstanding balance.

7.6 Where the contract has been cancelled by you after the product has been delivered to you and the product (or part of the product) has been installed and you decide not to engage us under paragraph 7.2 to uninstall and remove the product for our additional fee, then you shall be solely responsible for:

- (a) uninstalling the product (or the relevant part) and the related costs of uninstalling (including the costs of any contractors you appoint)

- (b) the cost of any works, repairs or decoration required to return the location to its pre-installation condition (including the charges of any contractors you appoint)
- (c) returning the product to us without undue delay (and in any event not later than 14 days from the day on which you communicate your cancellation of the contract to us) and for the cost of returning the product to us
- (d) any damage to the product occasioned by you or your contractors failing to exercise reasonable skill and care in uninstalling the product
- (e) any loss or damage to the product occasioned by you or your representatives failing to take reasonable care in returning the products to us (for example, by failing to pack them appropriately and/or failing to use a reputable courier).

Annex 1 Customer Cancellation Notice Form

NOTES

ONLY USE THIS FORM IF YOU WANT TO CANCEL THE CONTRACT IN THE CANCELLATION PERIOD

- Please make sure that you have the right to cancel and that you are aware of the implications of doing so. In this regard please refer to our Cancellation Terms & Conditions which set out when the right to cancel does (and does not apply) and the financial implications of your exercising the right to cancel where it does apply.
- Once completed the Customer Cancellation Notice Form should be sent to:
Customer Services, Handicare Accessibility Limited, Unit 8, Gordon Mills, Netherfield Road, Guiseley, LS20 9PD.
Or you can send it to Customer Services by email using the following email address: bathing-priority@handicare.com
- The Customer Cancellation Notice Form is deemed to be served as soon as it is posted or in the case of an electronic communication on the day that it is sent.



Customer Cancellation Notice Form

To Handicare Accessibility Limited

I/We hereby give notice that I/we wish to cancel my/our contract dated: _____

Name of customer: _____

Address of customer: _____

_____ Postcode: _____

Customer signature: _____ Date: _____

(only if this form is notified on paper).