



HANDICARE ACCESSIBILITY LIMITED

**STAIRLIFTS
TERMS & CONDITIONS OF SALE**

Terms and Conditions of Sale of Stairlift



1. These Terms

These are the terms and conditions on which we will contract with you and supply the product to you. Please read these terms carefully before you enter into a contract with us.

2. Who we are and how to contact us

We are Handicare Accessibility Limited a company registered in England and Wales. Our company registration number is 04109393 and our registered office is at 82 First Avenue, Pensnett Estate, Kingswinford, West Midlands DY6 7FJ. Our VAT number is GB849757559.

- Our trading and postal address is Handicare Accessibility Limited, Unit 8, Gordon Mills, Netherfield Road, Guiseley, LS20 9PD.
- Our telephone number is 03700 118282
- Our customer services email address is ukcustomercare@handicare.com

3. Deposit

Because we will start incurring costs when we begin to prepare the stairlift for installation, we require you to pay a deposit when you place an order of £1,500 for a straight stairlift or £3,000 for a curved stairlift.

4. Cancellation

- (a) Please refer to our Cancellation Terms & Conditions document which contains important information as regards the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and related cancellation terms and conditions.
- (b) Our Terms & Conditions applying to cancellation document sets out: (a) when the right to cancel applies; (b) the implications of you exercising the right to cancel when it applies; and (c) the terms and conditions that apply to the cancellation of contracts.

5. Putting your order on hold

- (a) You can put your order on hold for up to six months from the date of your order provided that we have not started to install the product for you.
- (b) If after you place an order on hold seven months pass from the date of the order and we have still been unable to install the stairlift (for reasons not attributable to our breaking the terms of our contract) then we may end the contract and cancel your order by serving written notice on you accordingly. In these circumstances we will deduct from any refund that we provide any costs for work and materials that we have incurred in relation to your order as at the time we end the contract.
- (c) If you wish to put your order on hold then please telephone our customer services team and then confirm your request in writing. Our telephone number and address are set out in paragraph 20.

6. Stairlift Ownership

We retain ownership of the stairlift and associated equipment until all monies have been paid to us.

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7. Buyback

We will not buy back the stairlift and the associated equipment which we have sold to you as our stairlifts are bespoke and made to measure for a clients home.

8. Supply and installation

- (a) When we make arrangements for installation we are as careful as possible to inform you of accurate dates, but we are not always in a position to guarantee these dates.
- (b) If you do not provide us with information that we reasonably require or allow us to access your property to perform the installation services as arranged (and you do not have a good reason for this) then we may charge you additional costs incurred by us as a result. These specific aborted installation costs are as follows:
Straight stairlifts - £175 charge if installation is cancelled or re-arranged within 3 working days of pre-arranged installation date.
Curved stairlifts - £250 charge if installation is cancelled or re-arranged within 5 working days of pre-arranged installation date.
If, despite our reasonable efforts, we are unable to get the required information to contact you or re-arrange access to your property we may end the contract.
- (c) We may have to delay the supply of a product to you for the following reasons:
(i) deal with technical problems or make minor technical changes;
(ii) update the product to reflect changes in relevant laws and regulatory requirements; and/or
(iii) make changes to the product as agreed by you and us.
We will contact you in advance to tell you that there is a delay as regards the supply of the product.
- (d) If our supply of your product is delayed by an event outside our control we will contact you as soon as possible to let you know and do what we reasonably can to reduce the delay. As long as we do this, we will not compensate you for the delay.

9. Demonstration and acceptance

- (a) The person who will be using the lift should be at the premises when installation has finished and if this is not possible then someone else (their nominee) will need to be present to sign off acceptance on their behalf.
- (b) The acceptance process will include a demonstration of how to use the stairlift safely and properly. Where the person who will use the stairlift is not present at acceptance then their nominee will be responsible for making sure that the user knows how to use the stairlift properly and safely before any use.
- (c) You (or your nominee, as the case maybe) will be responsible for signing the relevant handover documentation and also responsible for the stairlift and any associated equipment from the time that our installer informs you (or your nominee, as the case maybe) that the installation work has been completed by us.

10. Preparatory Work

- (a) Our responsibility is to supply and install a stairlift. However, in a small number of cases preparatory work maybe required in addition before we can properly install; such as for example work to your electrical supply, carpentry work, pipework or the removal of handrail.

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- (b) Where any preparatory work is required, we will inform you what is required and it will be your responsibility to appoint and pay for a suitably qualified contractor to undertake the work on your behalf.
- (c) Also after we start work at your premises (including installation) we may discover the need for preparatory work that was not obvious previously. Again it will be your responsibility to appoint and pay for a suitably qualified contractor to undertake this preparatory work on your behalf.
- (d) Where preparatory work is required, then this may cause the planned or proposed installation date to be delayed.
- (e) It is important that any contractor you appoint is suitably qualified to undertake the work on your behalf and that they comply with any reasonable standards that we specify as well as any requirements prescribed by law.
- (f) The preparatory work may result in you having to do some redecorating and possibly replacing carpet in some areas. You will be responsible for all such costs, unless and to the extent that any redecoration or new carpet is needed because of our negligence.
- (g) If any preparatory work is not carried out within a reasonable time or to the standards and requirements referred to in paragraph 10(c) above then we may not be able to install your stairlift and if this is the case we may decide to terminate (end) the agreement.

11. Asbestos

If on installing the stairlift, we discover or suspect that the work would disturb asbestos then we will suspend the work and explain the position to you. Should this situation arise it will be your responsibility to appoint and pay for a specialist contractor to remove the asbestos on your behalf. We will not recommence installation until we are satisfied that the asbestos has properly been removed.

12. Stairlift Guarantee and servicing of your stairlift

- (a) The stairlift comes with a product guarantee which starts on the date that the installation of the stairlift is completed by us. The length of the guarantee will be set out in the order form (when you order at your premises) or in the quotation (when you order after our representative has left your premises).
- (b) Our product guarantee covers the cost of replacement parts and labour for any fault caused by manufacture or installation. The stairlift may be repaired or replaced at our discretion. The standard and any extended warranty cover provided on your stairlift is not backed by an insurance provider and is wholly maintained by us as the manufacturer. Your legal rights as a consumer are not affected by our guarantee.
- (c) We provide after sales assistance and servicing to customers. Please see our Customer Care Policy in paragraph 20 below for further details.
- (d) Our product guarantee also includes one free service which must be carried out by us during the cover period of your manufacturers product guarantee. Please note that you are responsible for contacting us to book the free service before the end of the cover period of your product guarantee and our servicing team can be contacted on [03700 118282].

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13. Payment of the Balance

Payment of the balance will be due on completion of the installation. If you fail to pay the full balance on completion of installation (and you do not have a good reason for this) then the lift may be removed, or isolated (left inoperable) until due payment is made.

14. Value Added Tax

Where applicable VAT will be charged. If you are entitled to VAT relief, we will ask you to make the applicable declaration with your Order Form. If you are not entitled to VAT relief, or you do not fill in a VAT exemption form, then we will charge VAT in addition at the rate that applies at the time. If the rate of VAT changes between the date of our quotation and the date you are due to make any payment, we will adjust the rate of VAT that you pay to match the rate in force at the time.

15. Complaints

- (a) If you wish to make a complaint then please contact our customer services team. Our contact details are set out in paragraph 20. In all cases we will endeavour to resolve complaints in a speedy, responsive and user friendly manner and typically within one month of receiving your complaint and the related details.
- (b) Should we fail to resolve a complaint to your satisfaction then you have the right to contact the Code Administrator of the British Healthcare Trades Association (BHTA) of which we are a member. The BHTA contact details are available on their website which is www.bhta.com.
- (c) We have undertaken to comply with the BHTA Code of Practice for the Healthcare & Assistive Technology Products and Services Industry and a copy of the Copy of Practice can be found on the BHTA's website.
- (d) If you decide to notify the BHTA of your complaint then the BHTA will gather the facts and then advise both you and us as to its conclusions. If you are not happy with the BHTA conclusions you would then have the option of your complaint being referred to an independent arbiter. The decision of the independent arbiter would essentially be binding on both of us. Alternatively instead of following the BHTA complaints process or seeking a binding arbitration you do have the right to pursue an independent court action.

16. Your legal rights as a consumer

- (a) These terms and conditions do not affect your legal rights. We are under a legal duty to supply goods and services that are in conformity with the contract and consumer law. The Consumer Rights Act 2015 and other legislation gives consumers important legal rights and remedies if they do not receive what they have contracted for.
- (b) For more detailed information as to your rights as a consumer please visit the Citizens Advice website www.citizensadvice.org.uk or call them on 0808 223 1133 or you can contact your local trading standards office.

17. Our rights to end the contract:

- (a) We may end the contract if you break the terms of the contract.
By way of example we may end the contract by writing to you if one or more of the following occur:

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- you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;
 - you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
 - you do not, within a reasonable time, allow us access to your premises to supply and install the product;
- (b) If we end the contract as a result of you breaking the terms of the contract then we reserve the right to claim reasonable compensation from you for the losses and costs we have incurred as a result and to make deductions from sums you have paid to us accordingly.

18. Which laws and courts apply

These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

19. Personal data

How we use any personal data you give us is set out in our Privacy Notice which can be accessed from our website: handicare-stairlifts.co.uk/privacy-policy/.

20. Customer care policy

Handicare is committed to making everyday life better by delivering excellent customer service. Our customer care policy sets out what this commitment means in practice and what our customers can expect from us.

(a) Our promise to you

We are committed to promoting a wide range of services in relation to our products and ensure that our staff are responsible for delivering an efficient, caring and professional service at all times.

We will ensure that you are dealt with quickly, fairly and always in a courteous and helpful manner.

If you feel that we have not met the standards set out in this policy please let us know and this will be passed to the relevant manager for action.

(b) Making the policy a success

This policy sets out our commitment to our customers. In order for us to improve our services customer feedback is of vital importance. If you have any feedback then please contact us.

(c) How to contact us

- Our trading and postal address is Customer Services, Handicare Accessibility Limited, Unit 8, Gordon Mills, Netherfield Road, Guiseley, LS20 9PD.
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(d) After sale assistance and services

Should you require any assistance following the purchase of your stairlift, you can contact our customer services team on the number, email or postal address provided above.

Office hours are Mondays-Friday, 9am-5pm, however incoming calls will be answered by a trained call handling team 24-hours a day, 365 days a year.

If you believe there is a fault with your stairlift, we recommend in the first instance that you use our handy diagnosis tool to understand what the problem could be, and potentially resolve the issue without the need for an engineer to attend. Please visit:

<https://www.handicaretechtool.com/>. If you still require assistance, please call our customer services team and they will try to resolve over the phone, and if necessary, arrange for an engineer to attend. Please be aware that for customers outside of warranty coverage, there will be a charge for parts and labour as necessary.

Should you wish to contact us to arrange a service visit, you should contact the team on the above number, or alternatively use the booking form at

<https://handicare-stairlifts.co.uk/services/bookaservice/>.

(e) Our customer care standards

Contact by telephone

We aim to answer the telephone as quickly as possible during normal working hours. Please note that it depends on the volume of calls that we receive during a working day as to how quickly we can respond to you.

Contact by post

We aim to respond to standard written enquiries within five working days of receipt and will always resolve the issues raised if at all possible. If the issue is more complicated and likely to take longer to resolve, we will endeavour to give you an accurate indication of how long it will take.

Contact by email

We aim to respond to emails sent to our general email account within one working day of receipt and will always resolve the issues raised if at all possible. If the issue is more complicated and likely to take longer to resolve, we will endeavour to give you an accurate indication of how long it will take.