

Norfolk Stairlifts Terms and Conditions of Sale

Life Solutions UK Ltd T/A's Norfolk Stairlifts hereafter referred to as Norfolk Stairlifts.

IMPORTANT: Whilst point 1.0 provides the general terms and conditions associated with the sale of a stairlift, points 2.0 provide specific clauses for the Terms of Guarantee.

1. Standard Terms & Conditions

- 1.1. Our Quotation is provided on the basis that, to the best of our knowledge, your staircase and surrounding structure is sound and suitable for a stairlift installation. Contract acceptance shall consist of our offer and your acceptance thereof and shall be in accordance with our Quotation and these terms shall not be varied.
- 1.2. Any additional preparation work that we have agreed to do is detailed on the Quotation and we will undertake to complete this work at the agreed price. Our offer to provide a power supply to the stairlift is subject to the satisfactory condition of the existing wiring in your property. Where earthing arrangements are found not to be in accordance with the Regulations then additional work will be necessary before the installation can be put into service, which may involve a further charge. Failure to allow our electrician to complete this earthing work may result in the non-installation of our stairlift. At all times we will employ a sub-contractor who is qualified to undertake the work that is required (water, gas, electricity and carpentry). However, as a result of this work it may be necessary for you to carry out either redecoration or possibly the replacement of carpet in some areas should your staircase itself need modification. All costs associated with this work will be entirely at your own expense provided this is not due to any negligence by Norfolk Stairlifts or its sub-contractor(s).
- 1.3. In the event of asbestos being suspected as present in the property, an asbestos survey will need to be carried out before any quotation can be provided. The cost of this survey will be at your expense. For Local Authority housing, a report may be available and this will need to be sent along with any order to Norfolk Stairlifts for the installation of a stairlift. If the property is a non-domestic property or the area of concern is in a "common" area (ie staircases in purpose-built flats) then the Duty Holder must supply an asbestos report prior to any quotation being completed.
- 1.4. Delivery times and completion times shall run from the date of your order being received and settlement of all details enabling manufacture to proceed. We shall not be liable for any delays due to lack of availability of labour, or materials which are beyond our control.
- 1.5. On the day of installation, the stairlift will be demonstrated to the user or their representative and an installation work report must be signed accordingly to show that this demonstration has been completed. For multiple user installations, such as nursing homes or public buildings, it is the responsibility of the building owner or manager to ensure that an attendant is present at the "installation handover" so that they can be trained and informed of their responsibilities to oversee and control the use of the stairlift at all times.
- 1.6. We guarantee to rectify, at our cost, any defects arising from faulty materials or workmanship for the specified guarantee period (See 2.0 for further details) from the date of installation. Faults due to negligence, misuse, wilful or accidental damage by others, or any other cause beyond our control are not subject to the terms of our guarantee.

- 1.7. All materials whether awaiting despatch or installation (in part or complete) shall remain the property of Norfolk Stairlifts until the contract value has been paid in full.
- 1.8. All quotations are exclusive of VAT except where the goods or services are not eligible for relief from VAT under Group 12 of Schedule 8 of the Zero Rated Schedule to the Value Added Tax Act 1994. In these cases, VAT will be applied at the current rate. Unless otherwise agreed or relevant to specific types of products, payment is to be made on the day of installation. A declaration stating a specific condition or illness will be required to qualify for VAT relief.
- 1.9. **Deposit payments** made to Norfolk Stairlifts prior to the supply and installation of a stairlift using a bespoke manufactured (made to measure) rail are **non-refundable**. Deposits are taken to cover the cost of survey, technical drawing and production should the order be cancelled. The rail for your curved stairlift is a bespoke item and cannot be re-used. Should the order be cancelled; at our discretion a partial refund may be given depending on the progress at the factory. If, through no fault of Norfolk Stairlifts, final adjustments cannot be made when installation is otherwise complete, payment shall nevertheless become due as though such final adjustments had been made. These adjustments to be completed within 15 working days. For the supply and installation of straight stairlifts (unless of a very specific nature) the deposit will not be required but full payment must be available to our installation engineer on the day of the installation – failure to comply would result in the non-installation of the stairlift.
- 1.10. All prices will be subject to variation in respect of any additional costs arising by virtue of any statute, regulations or orders issued by any Government Department or other duly constituted authority.
- 1.11. Under no circumstances shall we be liable for any modifications made to a stairlift without our full knowledge and written consent. Any such change may invalidate our guarantee.
- 1.12. You have the right to cancel this contract. Should you choose to do this within your 14 day cooling off period and you have not requested commencement of works prior to the expiry of the statutory 14 day cancellation period, then no costs will apply. However, if you have signed the Agreement on the Order Form agreeing to the commencement of works prior to the 14 day cooling off period then any costs incurred up until the date of the cancellation would be deemed to apply and the supplier reserves the right to recover these costs in full. In the event of a cancellation taken after the end of the 14 day cooling off period then we will charge the cost of any materials and services which cannot be reallocated to another contract. Items which are chargeable would be sub contract work at the premises to accommodate a stairlift, such as; electrical, carpentry and general building work already carried out, and any items specifically manufactured (or part) such as a curved rail or a straight rail that has been cut to a total length shorter than 4 meters. Net costs would be applied in full should the stairlift be installed pre cancellation. An administration charge of £100 for straight stairlifts and £200 for curved stairlifts will also apply.
- 1.13. Should you no longer require your stairlift then we can remove this for you and dispose of it responsibly in accordance with environmental standards. There will be a charge for this service. If your stairlift is in good condition and has been regularly serviced by Norfolk Stairlifts, we may be able to remove and recondition it for re-use and offer a small payment in return. Due to the costs associated with removal, reconditioning, storing, testing and redistribution we are only able to offer payments of around 5% to 10% of the original purchase price.
- 1.14. This contract shall be governed by and construed in accordance with English law.

1.15. Norfolk Stairlifts will, as data controller, use personal data in accordance with our privacy policy that is governed by the General Data Protection Regulations. A copy of this policy can be found at www.norfolkstairlifts.co.uk/privacy-policy or be requested by calling us on 01953 850004 or writing to our Data Representative at: The Data Representative, Unit 10, Ironside Way, Hingham, Norwich, NR9 4LF

1.16. If any condition, clause or provision of this contract not being of a fundamental nature is held to be illegal or unenforceable, the validity or enforceability of the remainder of the contract shall not be affected thereby.

1.17. Norfolk Stairlifts is committed to delivering complete satisfaction and providing goods and services that conform to consumer rights regulations. However, should a problem arise, please contact us immediately on 01953 850 004 or email info@norfolkstairlifts.co.uk. Our complaints handling policy can be downloaded from www.norfolkstairlifts.co.uk. In the event of a complaint not being resolved we will write a final letter to you called a 'deadlock' letter. This letter signals that we have reached the end of our internal complaints procedure and that you may now progress your issues. We are a member of two organisations that offer dispute resolution should the matter be unresolved.

1.17.1. You can approach the British Healthcare Trades Association (BHTA) for mediation (and ultimately arbitration) and, as a member, we will participate in this process. BHTA can be contacted at: New Loom House, Suite 4.06, 101 Back Church Lane, London E1 1LU Tel: 020 7702 2141
Email: complaints@bhta.com Web: <http://www.bhta.net/home/complain.html>

1.17.2. Norfolk Stairlifts is also a member of the Norfolk Trusted Trader scheme. In partnership with Referenceline, Norfolk Trusted Trader offers independent dispute resolution through Ombudsman Services. Ombudsman Services is an approved ADR service. You can also contact Ombudsman Services if you have not received a deadlock letter within eight weeks of your complaint. The contact details are:

Ombudsman Services
Greenalls Avenue
Warrington
WA4 6HL
Telephone: 0333 300 1620
Website: www.ombudsman-services.org

1.18. Nothing in this agreement will operate to reduce or take away your statutory rights.

2. Terms of Guarantee

2.1. Norfolk Stairlifts will, as its option, either replace repair or issue credit to the customer for any goods found to be defective by reason of faulty materials or poor workmanship. **Provided that** Norfolk Stairlifts is notified of any such defect by the customer and in any event not later than:

2.1.1. **Twelve months** from the date of delivery for NEW Stairlifts

2.1.2. **Twenty four months** from the date of delivery for NEW Stairlifts where a signed 2year guarantee certificate is issued.

2.1.3. **Twelve months** from the date of delivery for Reconditioned Stairlifts.

2.1.4. Rented Stairlifts are covered for the full duration of the rental period.

- 2.2. Norfolk Stairlifts will not be responsible for the service of machine/s or replacement of part if the machine/s become faulty caused by incorrect servicing by a 3rd party, malicious or accidental damage by the User.
- 2.3. The User will pay for the following items not covered by the guarantee: -
- 2.3.1 Service requests to correct faults caused by negligent or intentional miss-use of the equipment. Including parts.
 - 2.3.2 Calls made in error to Service Engineer.
 - 2.3.3 Consumable parts.
 - 2.3.4 Costs if no fault is found with the equipment.
- 2.4. Norfolk Stairlifts will provide the customer with a contact telephone number of use in the event of a breakdown. Breakdown cover is as follows:
- 2.4.1. **New Stairlifts:** Every effort will be made by Norfolk Stairlifts to attend emergency breakdowns within 24 hours, for calls placed between the hours of 9am and 10pm. Non-emergency breakdowns will be attended within a reasonable timescale, Monday to Friday between 9am and 4.30pm.
 - 2.4.2. **Reconditioned Stairlifts:** Every effort will be made by Norfolk Stairlifts to attend emergency breakdowns within 72 hours, excluding Saturdays, Sundays and public holidays. To increase this level of cover a Maintenance Contract can be purchased at the point of sale. The Company cannot be responsible for any delay, however caused.
 - 2.4.3. The Terms of Guarantee relates only to the Owner, Address, Machine/s and Serial number/s referred to on the installation work report and is not transferable without the official written consent from Norfolk Stairlifts. Should the machine/s be moved, Norfolk Stairlifts reserves the right to withhold service at the new address.