

Terms and conditions of hire Stannah Lift Services Limited

1. Acceptance

The contract shall consist of our offer and your acceptance thereof and shall be in accordance with our Quotation and these terms shall not be varied. 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.

2. Preparation work

Any additional work that we have agreed to do is detailed on the front of our 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 Stannah or its sub-contractor.

3. Hand rails

Sometimes a handrail needs to be removed to accommodate the stairlift installation. Normally we advise that you should arrange for a local tradesman to carry out this task. We can remove your hand rail as a courtesy service at no cost to yourself, but this is limited to removal only and we cannot carry out reinstatement work such as replastering and redecorating and also we cannot refit the handrail to another location. (This work could, however, be done by a suitably qualified Sub-contractor at an extra cost if required.)

4. Asbestos

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.

5. Delivery time

Delivery times and completion times shall run from the date of receipt of our acceptance of your written order or from final approval of drawings 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. Should you request that your order be placed on hold at any time prior to installation, please be advised that upon reinstatement of that order the original delivery times may apply.

6. Handover of stairlift

On the day of installation, the stairlift will be demonstrated to the user or their representative and the Customer Acceptance form 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.

7. Servicing

The equipment will be serviced annually by a Stannah representative and permission must be granted by the hirer to allow entry to the property for this purpose. Should the equipment fail to work then the hirer should contact their local branch and report the fault. Our service includes 24 hour cover for breakdowns, 365 days a year. Faults due to negligence, mis-use, wilful or accidental damage by others, or any other cause beyond our control will not be covered and charges may apply in these instances.

8. Hire of equipment

The period of hire shall commence from the time and date when the Equipment is delivered and shall terminate upon receipt of the customer's request for termination in writing. Hire charges shall be at the rates quoted on the Agreement for Hire form.

The Equipment shall remain the property of the Company and is provided to the Customer solely on a Hire basis.

9. Customers obligations

During the continuance of the Contract the Customer shall:-

- a) Keep the Equipment at the delivery address or as specified in the Contract.
- b) Permit an authorised representative of the Company during normal working hours, upon being given reasonable notice, to enter upon the premises where the Equipment may be inspected, maintained, repaired or tested.
- c) Take all reasonable and proper care of the Equipment, keep the Equipment in good condition and not subject the same to any misuse (normal wear and tear excepted).
- d) Ensure that any instructions or manuals supplied by the Company for the use of the Equipment will be fully observed.
- e) Not make any alterations, modifications or technical adjustments or attempt any repairs to the Equipment. The Customer acknowledges that any items not returned to the Company at the end of the hire period will be charged to the Customer at current market costs.

10. Terms of payment

The prices quoted include an initial payment to be made at point of order which includes the installation, power supply, removal of the Equipment at the end of the hire period and the first months' rental. Invoices will then be issued on a monthly basis.

11. Late payment

If you fail to pay any amount properly due and payable by you under the Hire Agreement, we reserve the right to charge interest on the overdue amount at the rate of 2% per annum above The Bank of England Base Rate prevailing at that time and accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

12. Exclusion of liabilities

Under no circumstances shall we be liable for consequential damage or loss of any nature caused, or contributed to, by any defect or failure (whether partial or complete) of any part, material or design which was not wholly manufactured by us and which we could not reasonably have been expected both to inspect and exhaustively test. We shall not be responsible after delivery for damage to materials supplied or to work done by us occasioned by any cause not wholly within our control. We shall not be liable for any modifications made to a stairlift without our full knowledge and written consent. Any such change may be contrary to BS5776 for powered stairlifts and would invalidate our guarantee, and may endanger the user.

13. Your right to cancel

Once you have signed the Agreement for Hire of the Equipment, and before the provision of the Equipment, you will have 5 days from receipt of our confirmation of Hire Agreement to cancel. You can do so by sending or taking a written notice of cancellation using the "Right to Cancel" form (which you will receive with your Order Acknowledgement documents) to the owner at Watt Close, East Portway, Andover, Hampshire, SP10 3SD. If you cancel this Agreement at this time then any money you have paid must be returned to you. You will not have to make any further payment.

14. Termination of contract

The Customer must advise Stannah of their request to terminate their Agreement in writing. After this time, no further invoices will be raised to the Customer. The Customer must then allow access to a Stannah representative, upon being given reasonable notice, to attend the property during normal working hours for the removal and collection of the equipment. Stannah will not be liable for any making good to the surrounding area or for removal of the power supply provided for its use provided this is not due to any negligence by Stannah or its sub-contractor.

If the Customer shall default in payment, or commit any breach of the Contract, Stannah shall issue a "Default Notice" and the customer shall have a period of 14 days to rectify any breach. After this time, if the customer remains in breach of the Contract, Stannah shall have the immediate right to terminate the Contract and remove the goods. Likewise, should Stannah commit any breach of the Contract, then the customer has the right to immediately terminate the Contract.

15. CEN EN 81:40

Our products are fully approved and certified to CEN 81:40 for powered stairlifts.

IMPORTANT NOTE: If a stairlift is to be installed into premises other than a single family dwelling, the building owner is advised to take professional consultation on the suitability of a stairlift for the application. This advice encompasses fire regulations, environmental health, building control and with registered homes, the local health authority.

16. Law applicable

This contract shall be governed by and construed in accordance with English law.

17. Data protection act 1998

Stannah Lift Services Limited will, as data controller, use personal data in accordance with the Data Protection Act 1998 – please see the Data Protection Act 1998 section on the front of your personal Quotation and Order Form.

18. Severance

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.

19. General

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

Stannah Stairlifts,

Watt Close, East Portway,
Andover, Hampshire, SP10 3SD

Tel: 01264 364311