

# **Terms and conditions of sale Stannah Lift Services Limited**

**Stannah**

## 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 this 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.

For Local Authority housing, a report may be available and this will need to be sent along with any order to Stannah 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.

## 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.

## 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. Guarantee

We guarantee to rectify at our cost, any defects arising from faulty materials or workmanship for the specified guarantee period (see your personal quotation for details) from the date of installation. Batteries for D.C. stairlifts are guaranteed for two years. The main drive motor gearbox is guaranteed for five years subject to servicing in accordance with EN 81:40 which must be carried out by a company who are a member of LEIA or BHTA. (This clause is in addition to your legal rights as a consumer)

This 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 are not subject to the terms of our guarantee.

## **8. Extended service**

An extended guarantee is offered at the point of sale at a discounted rate and to give our customers peace of mind. However, in order to offer these discounted rates we are unable to offer a refund at any time during the guarantee period except in circumstances where your legal rights as a consumer apply.

## **9. Restriction of subsequent servicing**

We will be responsible for regular servicing of your stairlift after the guarantee period ONLY if you have first signed a Service Agreement with us.

## **10. Retention of title**

All materials whether awaiting despatch or installed (in part or complete) shall remain the property of Stannah Lift Services Ltd until the contract value or agreed cancellation charge has been paid in full.

## **11. Terms of payment/VAT**

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, payment is to be made on the day of installation with a 25% deposit on placement of order. Notwithstanding the foregoing, full payment with order or against pro-forma invoice may be required, at the discretion of Stannah. The deposit and any other payment made to Stannah prior to supply and installation shall at all times until supply/installation remain your property and shall be held by us on your behalf in a separate deposit account. If we are unable to deliver the goods and/or services set out in this Quotation, the deposit will be refunded to you in full.

If, through no fault of Stannah, 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 10-15 working days.

## **12. Late payment**

In the event of late payment, Stannah reserve the right to charge interest on the whole of the outstanding amount (including VAT) from the date payment was due until actually made in accordance with "The Late Payment of Commercial Debts (Interest) Act 1998".

## **13. Price variation**

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.

## **14. 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 EN 81:40 for powered stairlifts and would invalidate our guarantee, and may endanger the user.

## **15. On hold procedure**

Should you need to place your order on hold prior to installation, you may do so by advising us in writing. The maximum amount of time that an order may be left on hold is six calendar months after which time the order will be cancelled. Please note that in these circumstances, cancellation costs may apply.

## 16. Cancellation policy

You have the right to cancel this contract. Should you choose to do this within your 7-day cooling off period then no costs will apply and any deposit paid will be refunded in full. However, if you have requested the supply and installation of the goods within the 7-day cooling off period and have signed the clause on the "Right to Cancel" form forfeiting your legal rights then costs would be deemed to apply where the goods are supplied.

In the event of a cancellation taken after the end of the 7 day cooling off period then we will charge the cost of any materials and services which can not 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 builders work already carried out, and any items specifically manufactured (or part) such as a curved rail. Net costs would be applied in full should the stairlift be installed pre cancellation. An administration charge of £125 for straight stairlifts and £195 for curved stairlifts will also apply.

## 17. Removal and recycling scheme

Stannah are conscious of the requirement to provide a complete end to end service for their customers and therefore should you no longer require your stairlift 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 less than four years old (two years if a pre-owned/used stairlift was purchased), is in good condition and has been regularly serviced by Stannah, 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. For full details of the recycling scheme please call our Head Office in Andover and ask for our Removals Team.

## 18. 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.

## 19. Law applicable

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

## 20. 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.

## 21. 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.

## 22. General

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

### **Stannah Stairlifts,**

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