

Terms and conditions of hire of stairlifts

Stannah

These terms and conditions relate to you hiring a stairlift direct from us, Stannah Lift Services Ltd. They do not apply to products you hire or are hiring through third parties or a grant scheme.

Pay particular attention to clause 12, which sets out your legal rights.

1. Parties to the agreement

These terms and conditions form part of a legal agreement (the agreement) between:

- (a) **us**, Stannah Lift Services Limited of Watt Close, Andover, SP10 3SD (company number 1189799); and
- (b) **you**, the person named as the customer in the agreement.

2. Our contract with you

a. This document sets out the terms and conditions that apply to the agreement for you hiring your stairlift and us installing it. It explains what you can expect from us. It also explains your responsibilities.

- b. The agreement between you and us is made up of:
- the agreement which includes these terms and conditions and the hire agreement regulated by the Consumer Credit Act 1974;
 - the pre-contract information;
 - our written quotation; and
 - our written acknowledgement of order.

c. Before you sign your order form, read these terms and conditions carefully and make sure that the details in the hire agreement section are complete and accurate.

d. If you think there is a mistake in the agreement or want to make any changes, phone us on 0800 715444, email us at stannahenquiries@stannah.co.uk, or write to us at:
Stannah Lift Services Ltd
Watt Close
East Portway
Andover
Hampshire
SP10 3SD.

We will confirm any changes by letter or email to avoid any confusion and provide you with updated versions of the necessary documents.

e. If we have to contact you, we will do so using the phone number, postal address or email address you have provided us.

f. The agreement will become binding on you and us when:

- we send you an acknowledgement of order to confirm that we have accepted your order; or
- we have carried out a survey of your property and are satisfied that it is suitable for a stairlift; whichever is later.

If your property is not suitable for the stairlift you want to hire, we will not accept your order.

g. The quotation we provide is on the basis that to the best of our knowledge your staircase and surrounding area is sound and suitable for a stairlift installation. If we need to do any extra work at your property in order for us to start installing the stairlift, we can increase the price we quoted to cover the cost of that work. In this situation, you can withdraw your order. If you still want to hire the stairlift, we will update and provide you with the necessary documents (referred to in clause 2b) which will cover the extra work we need to do. When you

have filled in and signed those documents, we will give you an updated acknowledgement of order and we can then start work. The updated order and acknowledgement of order will replace the originals and form part of the agreement between you and us.

h. Your order reference number will be shown on any acknowledgement of order we send you. Please quote this number whenever you contact us.

3. Necessary work

a. Preparation work

Any preparation work that we have agreed to do (such as work to your water, gas or electricity supply, carpentry work and so on) is shown on the front of your quotation and is included in the price we have quoted. After we start work at your property, we may discover that further work, which was not obvious and so was not included in our quotation, is needed. If this is the case we will tell you any extra costs and give you the option to proceed with your order based on the new quotation or not to go ahead with your order. We will hire a suitably qualified subcontractor to carry out the

preparation work. If you prefer, and if appropriate, we may agree to you hiring and paying for your own contractor. In this case, the work must meet any reasonable standards we specify, as well as all legal requirements that apply.

The preparation work may mean that you have to do some redecorating, and possibly replace carpets in some areas if your staircase needs to be altered. You will be responsible for all costs associated with this, unless the redecorating or new carpet is needed because of our or our subcontractor's negligence.

b. Electrical work

Our quotation is based on the assumption that the electrical wiring in your property meets current regulations. If our qualified electrician finds that the electrics are not in line with the current regulations (or replacement regulations) we will need to carry out extra work before we install the stairlift. There may be an extra charge for this.

If you do not allow our electrician to carry out any necessary work, we will not be able to install your stairlift and can end the

agreement (see clause 19a).

c. Handrails

Sometimes a handrail needs to be removed before we install the stairlift. We would normally ask you to arrange for a local tradesman to do this. We may agree to remove your handrail free of charge. However, we will not carry out remedial work (such as replastering and redecorating) afterwards. We also will not fit the handrail somewhere else. If you would like us to carry out any remedial work or fit the handrail somewhere else, we could arrange for one of our subcontractors to do this for an extra charge.

d. Asbestos

If, while we are installing the stairlift, we discover or suspect that the work would disturb asbestos (which would prevent us from continuing the work safely), we will immediately suspend the installation work and explain the situation to you.

We may offer to hire a specialist contractor to investigate and, if appropriate, remove the asbestos. If you would like us to do this, we will get a quotation so you can decide whether or not you want the contractor to do the

work.

If we cannot hire a specialist, or you decide to hire your own specialist, we will not continue installing the stairlift until we are satisfied that any asbestos that was found has been properly removed.

If you have an appropriate asbestos report for your property, you must give us a copy of it before we carry out our survey of the property.

4. Your stairlift

The pictures on our website and in our brochures are for guidance only. Although we have tried to display the colours accurately, we cannot guarantee that the colours in the pictures accurately reflect the colour of the actual stairlifts. Your stairlift may be slightly different from those pictures.

5. Changes to your order

a. If you want to make a change to the stairlift you have ordered, contact us and we will let you know if the change is possible. If it is possible, we will tell you about any difference in the price, the estimated time we will be able to supply the stairlift within and any relevant details

connected with the change. We will ask you to confirm whether or not you want to go ahead with the change and provide you with any updated documents (see clause 2.2) confirming your amended order. If the change is not possible, or you do not accept the consequences of making the change, you can end the agreement (see clause 17).

b. We may need to make changes to your order. If we make any substantial changes we will notify you and you may contact us to end the agreement before the changes take effect, in which case you will receive a refund for goods or services paid for but not received (see clause 17).

6. Quoted times

a. Due to the nature of stairlifts and the amount of preparation work that might need to be carried out at your property, the times your quotation or acknowledgement of order gives for us supplying and installing the stairlift are estimates only. Once we are ready to deliver and install the stairlift we will notify you of this and contact you to agree a date when delivery and installation will occur. We will at all times try to

complete your order as quickly as possible and we will let you know as soon as possible if we become aware of any delay, and in any event within 30 days of the agreement being signed deliver the stairlift to the premises specified in the agreement, unless a different delivery time is agreed between us.

b. If you do not give us all the information we need to process your order (which may include your approval of any designs), or you do not let us in to install the stairlift or provide other services as arranged (and you do not have a good reason for this), we will not be responsible for any delay this causes and we may charge you any extra costs that arise as a result. If, despite our reasonable efforts, we cannot get the information or contact you to rearrange access to your property, we may end the agreement (see clause 19a).

c. We are not responsible for delays that are beyond our control. If supplying the stairlift, any associated parts or any service is delayed by an event beyond our control, we will contact you as soon as possible to let you know and will take

steps to reduce the effect of the delay. As long as we do this we will not be liable for delays caused by the event. However, if there is a risk of the delay being substantial, you can end the agreement and receive a refund for the initial sum (as stated in the hire agreement section of the agreement).

d. We may have to delay supplying the stairlift in order to:

- deal with any technical problems or make minor technical changes;
- update the product to reflect changes in relevant laws and regulations; or
- make changes which you have asked for.

If we need to delay supplying the stairlift we will contact you beforehand, unless the problem is urgent or an emergency.

e. We may also delay supplying the products or services, or end the agreement, if you do not pay any amount due. If you do not pay us when you are supposed to (see clause 13), and you then do not make a payment within 14 days of us reminding you that your payment is overdue, we may delay supplying the products

or our services until you have paid the amount you owe. We may also end the agreement (see clause 19a).

If we are going to delay the supply of the stairlift or services under this clause, we will tell you beforehand. We will not delay the stairlift or services if you have not paid an invoice that you think is wrong, unless we have investigated the matter and see no reason why you should not pay it (see clause 13b) in which case we may delay the supply until you make payment.

f. We only deliver and install stairlifts in England, Wales and Scotland, although we do not deliver or install them in some remote areas within those countries. Please ask for details.

7. When we install the stairlift

a. The main user of the stairlift should be at the property when we install the stairlift. If this is not possible, someone else must be able to sign the customer acceptance form on their behalf to show that we have demonstrated how to use the stairlift. That person will be responsible for making sure the

user knows how to use the stairlift properly and safely.

8. Hire of the stairlift

The period of hire shall commence from the time and date that the stairlift is delivered to the premises specified in the agreement and shall remain in force for a minimum term of one month and then until: (i) you provide us with written notice to terminate the agreement (as outlined in clause 17e); (ii) you exercise any other right to terminate the agreement (as outlined in clause 17); or (iii) we terminate the agreement (as outlined in clause 19).

9. Servicing the stairlift

a. You must give permission to one of our representatives to enter the premises specified in the agreement in order for the stairlift to be serviced. We will arrange for the stairlift to be serviced annually and we will notify you of when the servicing is scheduled to occur.

b. Should the stairlift fail to work then you should contact your local Stannah branch, such contact details will be provided to you when the stairlift is installed,

on a sticker on the stairlift or will be available on our website, and report the fault. We provide 24 hour cover for breakdowns, 365 days a year.

c. You shall give immediate notice to us in the event of any loss, accident or damage to the stairlift arising out of or in connection with your possession or use of the stairlift.

d. If we fail to remedy any material fault in the stairlift you can terminate the agreement in accordance with clause 17a and you may be entitled to a refund.

10. Ownership of the stairlift

a. The stairlift shall at all times remain our property, and you shall have no right, title or interest in or to the stairlift (save the right to possession and use of the stairlift subject the agreement).

b. On termination of the agreement, the stairlift and any other equipment belonging to us that is in your possession shall immediately become due for return to us. You hereby provide consent so one of our authorised representatives may enter the premises specified in

the agreement and recover the stairlift and any other equipment.

c. The risk of loss, theft, damage or destruction of the stairlift shall pass to you upon delivery. The stairlift shall remain at your sole risk whilst the stairlift is in your possession and until we recover the stairlift from the premises specified in the agreement at the end of the hire period or the agreement is otherwise terminated.

11. Your obligations

a. You shall, for the duration of the agreement:

- ensure that the stairlift is used only for the purposes for which it is designed and is operated in accordance with the instructions you received as outlined in clause 7;
- keep the stairlift at the premises specified in the agreement;
- upon being given reasonable notice, permit our authorised representative, during normal working hours, to enter the premises specified in the agreement to inspect, maintain, repair, test or remove the stairlift;
- maintain at your own expense the stairlift in order to keep

it in as good an operating condition as it was on the date of delivery (fair wear and tear only excepted);

- not subject the stairlift to any misuse;
- ensure that any instructions or manuals that we supply for the use and care of the stairlift are fully observed;
- immediately notify us of any loss, accident, damage or defect in the stairlift;
- not make any alterations, modifications or technical adjustments or attempt any repairs to the stairlift; and
- ensure that all items are returned or available to be removed by our authorised representative at the end of the agreement; if all items are not returned to us or made available to be removed by our authorised representative by the end of the agreement then you will be charged at the current market rates for those items.

b. You acknowledge that we shall not be responsible for any loss of or damage to the stairlift arising out of or in connection with any negligence, misuse, mishandling of the stairlift or otherwise caused from the time the stairlift is delivered and you will pay us on

demand all reasonable losses, liabilities, claims, damages, costs or any expenses arising out of or in connection with any failure by you to comply with the terms of the agreement.

12. Your legal rights

a. We will not be responsible for any alterations that you or somebody acting for you makes to the stairlift without our prior permission in writing. Any alteration may not meet safety rule EN 81:40 for powered stairlifts. If such alteration is made you may be at risk of injury and you will have to pay us for the reasonable cost of repairing the stairlift. Except where clause 12d applies, we will not be responsible for any loss, damage or injury caused by alterations we have not agreed to in writing.

b. You have legal rights if we do not carry out the agreed work with reasonable skill and care, or if the materials we use are faulty or not as described. Those rights are summarised on the next page. We must supply the stairlift and associated equipment in line with the agreement. Nothing in these terms will affect your legal rights as summarised below.

Summary of your legal rights

This is a summary of your main legal rights, although there are certain exceptions. For more detailed information, visit the Citizens Advice website at www.adviceguide.org.uk or call 03454 04 05 06, or you can contact your local trading standards office.

Concerning our stairlift and any associated parts, the Consumer Rights Act 2015 says that they must be as described, fit for use and of satisfactory quality. During the hire period, you have the following legal rights.

- If, within 30 days of our stairlift being installed, you find that it is faulty, you can get a refund of hire fees.
- up to six months: if the goods can't be repaired or replaced, then you may be entitled to a refund.
- up to six years: if the goods do not last a reasonable length of time you may be entitled to some money back.

Concerning our services (for example, installation of the stairlift), the Consumer Rights Act 2015 gives you the following rights.

- You can ask us to repeat or correct a service if it has not been carried out with reasonable care and skill, or get some money back if we can't do this.
- If you haven't agreed a price upfront for the service, what we ask you to pay must be reasonable.
- If you and we haven't agreed timescales upfront, the service must be provided within a reasonable time.

c. If we do not provide any of your legal rights, we will be responsible for any loss or damage that could have been expected as a result of us:

- failing to provide those rights; or
- not using reasonable care and skill when providing the services.

d. However, we are not responsible for any loss or damage that we did not reasonably anticipate or which is not caused by us. Loss or damage can be reasonably anticipated if it is obvious that it will happen or, at the time of ordering, both we and you knew it might happen (for example, if you discussed it with us during the sales process).

e. We do not rule out or limit our liability to you if the law says that we cannot do so. This includes liability for:

- death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- fraud or fraudulently describing the goods or

services;

- breaking your legal rights relating to the goods, installation or services (including your right to receive the stairlift) which:
 - are as described;
 - match the information we provided to you;
 - are the same as any sample or model we showed you;
 - are of satisfactory quality;
 - are fit for any particular purpose we know you want the stairlift for;
 - are supplied with reasonable skill and care and correctly installed; and
 - do not contain safety faults.

f. If we are providing services in your property, we will repair any damage we cause while doing so if that damage results from our or our subcontractor's negligence. However, after the preparation work (or us uninstalling the stairlift) you may need to redecorate or replace the carpet in some areas if alterations need to be made to your staircase. We will not be responsible for the cost of this work unless it is due to our or

our subcontractor's negligence. We are not responsible for fixing any faults or damage that existed before we installed the stairlift.

g. We are not responsible for damage to materials supplied or to work done by us where the cause was not wholly within our control.

h. 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. Payment

a. You will pay for the hire of the stairlift in full as set out in hire agreement section of the agreement which will consist of the initial sum and the monthly payments.

b. The initial sum is an initial payment to be made once we provide you with our written acknowledgement of order which includes the installation, power supply, removal of the stairlift at the end of the hire period and the first month's rental payment.

c. The monthly payment is the rental payment you shall pay by monthly standing order or direct debit or which we will invoice you for on a monthly basis. The payment method for these monthly payments will be specified in the agreement. The monthly payments shall be first paid after the stairlift has been installed. You must make these payments in full as soon as they are due.

d. Once you have hired the stairlift for a period of four years from the date the stairlift was installed the monthly payments will reduce to £40 to cover any ongoing maintenance of the lift.

e. Our quotation does not include VAT. If you are entitled to VAT relief, we will ask you to fill in a VAT exemption form with your order form.

f. If you are not entitled to VAT relief, or you do not fill in a VAT exemption form, we will add VAT to the quotation at the rate that applies at the date of the applicable payment. 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.

14. Late payment

a. If you do not pay on time, we can charge interest (at 2% a year above the Bank of England base rate at the time) on the amount you owe (including VAT) from the date the payment was due until we actually receive it.

b. If you think an invoice is wrong, contact us as soon as possible to let us know and we will not charge you interest until we have settled the matter.

15. Cancellation policy

a. Once we have received your signed copy of the agreement, we will send you our order acknowledgement. You will have five days from the date the agreement was formed under clause 2f to cancel your order in accordance with clause 15b.

b. Subject to your request not to do so, we may start installing the stairlift before the five day period outlined in clause 15a expires. However, if you cancel your order then you may have to pay us any costs outlined in clause 17d.

c. You can cancel your order by providing us with written notice of cancellation; this can be done by completing the cancellation form that you will receive with our order acknowledgement and returning it to us at our address (our address is provided in clause 2d).

d. If you cancel your order within the five day period outlined in clause 15a, then any money you have paid must be returned to you and you will not have to make any further payment to us.

e. If you want to cancel your order, you can do so by phoning us on 0800 715444 and then confirming the cancellation in writing (our address is in clause 2d).

f. If there is a problem with your stairlift, you are entitled to the legal rights explained in clause 12.

g. If there is not a problem with the stairlift but you are not entirely satisfied with the quality or performance of it, and you hired your stairlift direct from us, please tell us within 14 days of the stairlift being installed. We will send a representative to

visit you and, if you are still not satisfied, give you a full refund within 14 days of this visit. This clause only applies if you are not satisfied with the stairlift, not if the stairlift is no longer needed. This cancellation policy will only apply if the stairlift is in the same condition it was in when it was installed.

h. If we uninstall the stairlift under this clause 15, we will not be liable for any redecorating or alteration needed after we remove the stairlift, except where the redecorating or alteration is needed as a result of our or our subcontractor's negligence (see clause 12f).

16. On-hold procedure

You can put your order on hold (before we have started installing it) for up to six months. After this time, we will cancel your order if you do not want to go ahead and have the stairlift fitted (and if we have already done any work on your order we may deduct the cost of that work from your refund, as explained at clause 17d).

To place your order on hold, phone us on 0800 715444 and then confirm the delay in writing (our address is in clause 2d).

17. Your rights to end the agreement

a. You can always end the agreement. Your rights when you end the agreement will depend on whether there is anything wrong with it, our performance and when you decide to end the agreement.

If the stairlift you hired is faulty or not as it was described, you may have a legal right to end the agreement (or to have the stairlift repaired or replaced, or a service repeated or to get some or all of your money back – see clause 12).

If you want to end the agreement because of something we have done or have told you we are going to do, see clause 17b.

If you want to end the agreement during the five day cancellation period because you have changed your mind about the stairlift, see clause 15. You may be able to get a refund, but we may take some deductions in respect of services provided and you will have to pay the costs of returning any goods to us.

b. If you are ending the agreement because:

- we cannot accommodate any change you would like to

make to your order once we have accepted it (or you do not want to pay the additional cost of such change) (see clause 5a);

- you do not accept a change we are going to make to the stairlift or the agreement (see clause 5b);
- we have told you about a mistake in the price or description of the stairlift you have ordered;
- there is a risk that there may be a significant delay in us supplying the stairlifts because of events outside our control (see clause 6c); or
- you have a legal right to end the agreement because of something we have done wrong;

the agreement will end immediately and we will give you a full refund for the initial sum. You may also be entitled to compensation.

c. You may also end the agreement immediately and receive a full refund for the initial sum if any additional work (other than work included in our original quotation) is needed at your property before we can complete the installation and you do not want to pay for that work.

d. Even if we are not at fault and you do not have a right to change your mind within the cancellation period, you can still end the agreement before the stairlift has been installed. However, you may have to pay us compensation. If you want to end the agreement before we have finished supplying and installing your stairlift, where we are not at fault and you have not simply changed your mind, just contact us to let us know. The agreement will end immediately and we will refund the initial sum. We may take deductions from that refund (or charge you an appropriate amount) as reasonable compensation for the costs that will arise as a result of you ending the agreement.

e. You may end the agreement at any time by giving us notice in writing to the postal address stated at clause 18a below.

f. Once we receive this notice of termination under clause 17e, we will stop charging you the monthly payments.

g. If you terminate the agreement part way through a month you have already paid for, you

will receive a prorated refund calculated to the nearest week.

18. How to end the agreement with us

a. To end the agreement with us, please let us know by doing one of the following.

- Phoning us on 01264 364311
- Sending an email to stairliftorders@stannah.co.uk
- Writing to:
Stannah Lift Services Ltd
Watt Close
East Portway
Andover
Hampshire
SP10 3SD

When you contact us, give us your name, your home address, details of the order (including details of your stairlift and when you ordered or received it) and your name, address, phone number and email address.

b. If you end the agreement for any reason after we have sent you the stairlift and any other goods, you must let us collect them in accordance with clause 11a. To arrange the collection, please call us on 01264 364311 or send an email to stairliftorders@stannah.co.uk.

c. We will pay the cost of collecting the stairlift if:

- the stairlift is faulty or not as we described it; or
- you are ending the agreement because:
 - you do not accept a change we are going to make to the stairlift the agreement;
 - we have told you about a mistake in the price or description of the stairlift;
 - there will be a significant delay in us installing the stairlift due to events beyond our control; or
 - you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you have changed your mind), we can charge you the reasonable costs of collecting the stairlift.

d. If you are responsible for paying the collection costs, we will only charge you the cost we have to pay for the collection.

e. If you end the agreement because you have changed your mind (see clause 15), we will refund the price you paid

for the stairlift and associated services. However, we may make deductions, as described below, from the refund.

- We may reduce your refund to reflect any reduction in the value of the stairlift if this has been caused by you handling it in a way which would not be allowed in a showroom. If we give you a refund before we can inspect the stairlift, and we later discover that you have handled it in an unacceptable way, you must pay us an appropriate amount.
- In relation to refunds of payments you have made for our services (which includes the installation and delivery of the stairlift), we may deduct an amount for services we have already provided (before you tell us you have changed your mind). The deduction will be in proportion to the service we supplied.

f. We will make any refunds due to you by the payment method you used and within 14 days of you telling us you have changed your mind.

19. Our rights to end the agreement

a. We may end the agreement at any time, by writing to you, if any of the following applies:

- You do not make any payment to us when it is due, and you still do not make the payment within 14 days of us reminding you to do so.
- You do not give us information that we need in order to provide the stairlift (for example, dimensions or measurements for your stairlift) within a reasonable time.
- You do not allow us to deliver the stairlift to you within a reasonable time.
- You do not give us access to your property, to supply the services, within a reasonable time.
- You do not agree to any work that is needed for us to install your stairlift.
- We cannot make the parts, or provide services, to meet your needs.
- You commit any other breach of the agreement.

b. If we have the right to end the agreement in the situations set out in clause 19a above, we will

issue you with a “Default Notice” and you shall have a period of 14 days to rectify any breach. After this time, if you are still in breach of the agreement then we have the immediate right to terminate the agreement and remove the stairlift and any other goods we have already provided under the agreement.

c. If we end the agreement in any of the situations set out in clause 19a above, we will refund any money you have paid upfront for the stairlift that we have not provided, but we may deduct or charge you reasonable compensation for the costs we will face as a result of you breaking the agreement.

d. We may write to you to let you know that we are going to stop providing a particular stairlift. If this happens, we will let you know as soon as possible and will refund any amounts you have paid upfront for the stairlift or services that we will not provide.

20. Governing law and disputes

The agreement is governed by the laws of England and Wales, and any dispute arising out of

or in relation to the agreement between you and us may be brought to an English or Welsh court. If you live in Scotland, you may bring legal proceedings in the Scottish courts if you prefer to do so.

21 Data protection

a. We will use your personal information in line with the General Data Protection Regulation (GDPR) (or any replacement law). See the Data Protection section on the front of your personal quotation for more details.

b. We will use the personal information you give us to:

- supply the stairlift to you;
- process your payments for the stairlift; and
- give you information about similar stairlifts that we provide, if you agreed to this during the order process. (You can stop receiving this information at any time by contacting us.)

c. We will only give your personal information to other people and organisations if the law allows us to do so.

22 General

a. We may transfer our rights and responsibilities under the agreement to another person or organisation. We will always tell you in writing if we are doing this, and we will make sure that the transfer will not affect your rights under the agreement.

b. You need our permission to transfer your rights to someone else. You can only transfer your rights or obligations under the agreement to another person if we agree to this in writing. We may refuse if the transfer would mean that work had to be carried out to the stairlift, including removing it from where we installed it, or if we have good reason to believe that the stairlift is not appropriate for the person you want to transfer the agreement to.

The person you want to transfer your rights and responsibilities to may need to provide reasonable evidence that they now have possession of the stairlift (for example, a letter signed by you to confirm this).

c. Nobody else has any rights under the agreement. The agreement is between you and us. No other person will have any rights to enforce any of the terms and conditions of the

agreement, except where you have transferred your rights and obligations with our permission (see clause 22.2 above).

d. Each of the terms and conditions of the agreement operates separately. If any court or other relevant authority decides that a clause or any part of it is unlawful or cannot be enforced, the other clauses and part-clauses will still apply.

e. If we delay in enforcing any of the terms and conditions of the agreement, we can still enforce them at a later date. If we do not insist immediately that you do anything you must do under these terms, or if we delay in taking steps against you for you breaking the terms and conditions of the agreement, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the stairlift and associated services, we can still demand the payment at a later date.

23 Complaints procedure

a. We are committed to providing a high standard of service. If you

ever feel that you need to make a complaint, you can do so by phoning the customer service staff at either your local service office or our head office, or by writing to the address given in clause 2d. If you are not satisfied with how we have handled your complaint, write to the Service Director at Stannah Lift Services Limited, Watt Close, Andover, SP10 3SD, or phone 01264 364311.

b. If, after following the procedure set out in clause 23a above, we still cannot settle your complaint with you, you should write to the British Healthcare Trades Association, giving as much information about your case as possible. You can get the British Healthcare Trades Association's contact details from their website at www.bhta.net.

The British Healthcare Trades Association will ask us for a report and will then make a recommendation based on all the information they have.

c. 'Alternative dispute resolution' is a process where an independent organisation considers the facts of a dispute and tries to settle it without you having to go to court. If you are not happy with how we have handled any complaint, you can contact the alternative dispute resolution provider we use – TrustMark – through their website at **www.trustmark.org.uk**.

**Stannah Lift Services Ltd
Watt Close
East Portway
Andover
Hampshire
SP10 3SD**