

Terms and conditions of sale of homelift products

Stannah

These terms and conditions relate to you buying a through floor (vertical lift); step lift; platform lift or ceiling track hoist direct from us, Stannah Lift Services Ltd. They do not apply to products you bought or are buying through third parties or a grant scheme.

Pay particular attention to clause 8, 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 quotation.

2. Our contract with you

a. This document sets out the terms and conditions that apply to the agreement for you buying your lift 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:

- these terms and conditions;
- our written quotation;
- your order form (and the VAT

exemption referred to in clause 11a if appropriate); 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 on your order form are complete and accurate.
- d. If you think there is a mistake on your order form or want to make any changes, phone us on 01264 364311, email us at hometeam@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.

e. If we have to contact you, we will do so using the phone number, address or email address you gave in your order.

f. These terms and conditions 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 lift; whichever is later.

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

g. If we need to do any extra work at your property in order for us to start or finish installing the lift, we can increase the price we quoted to cover the cost of that work. In this situation, you can withdraw your order. If you wish to proceed, we will give you an updated order form that covers the extra work we need to do. When you have filled in and signed that order form, 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. In certain circumstances, where we have people on site and we require an immediate decision, we may accept your verbal instructions initially with the official paperwork to follow.

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 is shown on 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 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. Failure to do so will result in additional charges.

The preparation work may mean that you have to do some redecorating, and possibly replace carpets in some areas. 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 electricians are not in line with the NICEIC 17th Edition Regulations (or replacement regulations) we will need to carry out extra work before we can continue with the installation of the lift. 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 lift and can end the agreement (see clause 17a).

c. Asbestos

If the property was built prior to 2000, asbestos containing materials (ACMs) could exist within the fabric of the building. Any materials that will be disturbed as part of the preparatory works for a lift installation should be noted and assessed. Stannah will arrange a refurbishment survey to the lift area by a specialist contractor and if any ACMs are detected, specialist removal will be required. If previously undiscovered potential asbestos is found after work has already commenced, we will immediately suspend the installation work and explain the situation to you.

We may offer to hire a specialist contractor to remove the asbestos.

If you would like us to do this, we will get an additional 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, we will not continue installing the lift until we are satisfied that any asbestos that was found has been properly removed and a report from a registered asbestos contractor is provided including a cleanliness certificate or recognised equivalent document.

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. If the property is a non-domestic property (that is, a property that is not used for housing), or the area where asbestos is found or suspected is in a shared area in, for example, flats, the building manager must give us an asbestos report before we provide our quotation.

4. Your lift

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 lifts. Your lift may be slightly different from those pictures. Stannah reserves the right

to make changes or improvements to our products, which may differ from images on our website or literature.

5. Your rights to make changes to your order

If you want to make a change to your order, 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 lift 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.

If the change is not possible, or you do not accept the consequences of making the change, you can end the agreement (see clause 15).

6. Quoted times

a. Due to the nature of lifts 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 lift are estimates only.

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.

b. If you do not give us all the information we need to process your order (including your approval of any designs), or you do not allow us access to complete the installation 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 17a).

c. We are not responsible for delays that are beyond our control. If supplying the lift, 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 any products you have paid for but not received.

d. We may have to delay supplying the lift 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 lift 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 11), 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 17a).

If we are going to delay the supply of products or services under this clause, we will tell you beforehand. We will not delay the products 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 12b) in which case we may delay the supply until you pay the invoice.

f. We only deliver and install lifts 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. Testing, acceptance and completion - passing of risk

a. You will be responsible for the lift and associated equipment from the time we confirm that the installation is complete. You will own the lift and any associated equipment once we have received the full payment from you. Upon completion you will be responsible for the insurance and protection of the equipment.

8. Your legal rights

a. We will not be responsible for any alterations that you or somebody acting for you makes to the lift without our permission in writing. Any such change will mean that our warranty will end, and the user may be at risk of injury. Except where clause 8e 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.

We must supply the lift and associated equipment in line with the agreement.

Nothing in these terms will affect your legal rights as summarised below.

c. 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 your **lift 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 expected life of your lift, you have the following legal rights.

- If, within 30 days of your lift being installed, you find that it is faulty, you can get a refund.
- If your lift is faulty and it can't be repaired or replaced within the six months from it being installed, you would

normally be entitled to a full refund.

- If the lift can be expected to last up to six years, and it is faulty within the six years from the date it is installed, you may be entitled to a repair or replacement. If that is not possible, you may get some of your money back.

Concerning **our services** (for example, installing the lift), 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.

d. If we do not meet 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 meet those rights; or

- not using reasonable care and skill when providing the services.

However, we are not responsible for any loss or damage that we did not reasonably anticipate. Loss or damage could have been reasonably anticipated if:

- it was obvious that it would 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 products which:

- are as described;
- match the information we provided to you;
- are of satisfactory quality;
- are fit for any particular purpose we know you want the lift for;

- are supplied with reasonable skill and care and correctly installed; and
- are not faulty.

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 lift) you may need to redecorate or replace the carpet in some areas if alterations have been required. 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 lift.

g. We are not liable for any business losses. We only supply the lift and services under this agreement for domestic and private use. If you use the lift for any business purpose or sell it on, we will not be liable to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

h. Clauses 8a to 8g will continue to apply after the agreement ends.

9. Product warranty

a. During the warranty period, which starts on the date we

finish installing the lift, we will put right any faults arising from poor materials or workmanship. We will not charge for that work. Please see your personal quotation for details of the basic warranty period.

The warranty covers 24 hour cover for breakdowns, 365 days a year, together with one planned maintenance visit per annum. Any parts and labour required due to normal wear and tear will be covered.

The conditions and exclusions of the warranty are set out in the warranty certificate we will send you after we have installed the lift. This does not affect your legal rights.

b. It is a condition of the warranty that you will ensure that all accessible parts are kept clean and that no unauthorised person modifies, adjusts or interferes with the equipment without Stannah's prior written approval (see clause 8a).

10. Service warranty

a. At the end of the basic warranty period, we will offer you a service contract, which we will send you details of.

b. During the warranty period we will service your lift in line

with the agreement and repair any faults (except those which your warranty certificate says are excluded). After this, we will only be responsible for servicing your lift and making repairs if you have first signed a service agreement and paid the charges due under that agreement.

11. VAT, deposit and payments

a. 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. Proof of disability is required at point of order for the building notice submission. Your order could be delayed without this.

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 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.

b. You will need to pay a deposit of 25% of the total price (or 50% in the case of a midilift) when you place your order. You must then pay the remaining balance

to our engineer at the start of the installation process (the engineer will give you a formal receipt).

In some circumstances we can ask for full payment before the date we install the lift. Staged payments may be required dependent on the product being installed.

c. The deposit and any other money you pay us before we install the lift will remain your property and we will hold it for you in a separate account. If we cannot provide and install the lift, we will return the full amount you have paid, except for any part of your deposit that we can keep under clauses 15c, 16e and 17b.

d. If, through no fault of ours, final adjustments to the lift cannot be made when the installation is otherwise complete, you must still pay in full. We will make the final adjustments within 10 working days of all the necessary parts becoming available or you giving us access to your property, whichever is later.

12. Late payment

a. If you do not pay on time, we can charge interest (at the Bank of England base rate at the time plus 2.5%) 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.

13. Cancellation policy

a. If you want to cancel your order, you can do so by phoning us on 01264 364311 and then confirming the cancellation in writing (our address is in clause 2d).

b. Except where your legal rights explained in clause 8 apply, if you choose to cancel your order you may have to pay us fair costs to compensate us for the work we have already done on your order. These costs would include preparation work at your property and any items or parts we have had specially made, that cannot be reused elsewhere.

14. On-hold procedure

You can put your order on hold (before we have started installing it and as long as the preparatory work has not been completed) for up to six months. After this time, we will cancel your order if you do not want to go ahead and have the lift fitted. If we cancel your order after six months but have already done some work on your order we may take the cost of that work from any refund we provide.

To place your order on hold, phone us on 01264 364311 and then confirm the delay in writing (our address is in clause 2d).

15. Your rights to end the agreement

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

If the lift you bought is faulty or not as it was described, you may have a legal right to end the agreement (or to have the product repaired or replaced, or a service repeated, or to get some or all of your money back – see clause 8).

If you want to end the agreement because of something we have done or have told you we are going to do, see clause 15b.

If you want to end the agreement because you have changed your mind about the lift, see clause 13. You may be able to get a refund, but we may take some deductions and you will have to pay the costs of returning any goods to us.

In all other cases (if we are not at fault), see clause 15c.

b. If you are ending the agreement because:

- you do not accept a change we are going to make to the product or these terms and conditions (see clause 6d);
- we cannot make any change you would like to make to your order after we have accepted it or you do not want to pay the extra cost of a change you want to make (see clause 5);
- we have told you about a mistake in the price or description of the lift you have ordered;
- there is a risk that there may be a significant delay in us supplying the products because of events outside our control; 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 any products which we have not provided. You may also be entitled to compensation.

c. You may also end the agreement immediately and get a full refund for any products we have not provided if work (other than work included in our 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, you can still end the agreement before the lift 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 lift, where we are not at fault and you have simply changed your mind, just contact us to let us know. The agreement will end immediately and we will refund any amount you have paid for products we have not provided. 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.

16. 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 hometeam@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 lift and when you ordered or received it), your phone number and email address.

b. If you end the agreement for any reason after we have sent you any products, you must let us collect them. To arrange the collection, please call us on 01264 364311 or send an email to hometeam@stannah.co.uk.

c. We will pay the cost of collecting any products if:

- the products are faulty or not as we described them; or
- you are ending the agreement because:
 - you do not accept a change we are going to make to the product or these terms and conditions;
 - we have told you about a mistake in the price or description of the product;
 - there will be a significant delay in us installing the lift 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 products.

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 13), we will refund the price you paid for the lift 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 products if this has been caused by you handling them in a way which would not be allowed in a showroom. If we give you a refund before we can inspect the products, and we later discover that you have handled them in an unacceptable way, you must pay us an appropriate amount.
- In relation to refunds of payments you have made for our services, we may deduct an amount for the period we provided the service for (which ends at the time 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.

17. 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 products (for example, dimensions or measurements for your lift) within a reasonable time.
- You do not allow us to deliver the lift 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 lift.
- We cannot make the parts, or provide services, to meet your needs.

b. If we end the agreement in the situations set out in clause 17a above, we will refund any money you have paid upfront for products

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.

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

18. Removal of your lift

a. Should you no longer need your lift we can remove it for you. We will charge a reasonable amount for this removal service unless we are providing new equipment in its place in which case a reduction in this cost may be given. We will ensure that the area is made safe after removal. Any request for reinstating apertures would be an additional cost and we can provide a quotation for this work if you wish or you can employ your own contractor to carry out this work.

19. Governing law and disputes

These terms and conditions are 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.

20. Data protection

a. We will use your personal information in line with the Data Protection Act 1998 (or any replacement law). See the Data Protection section on the front of your order form for more details.

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

- supply the products to you;
- process your payment for the products; and
- give you information about similar products 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.

21. 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 lift, including removing it from where we installed it, or if we have good reason to believe that the lift 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 own the lift (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 these terms and conditions, except where you have transferred your rights and obligations with our permission (see clause 21b above).

d. Each of these terms and conditions operates separately. If any court or other relevant authority decides that a clause

or part of a clause is unlawful or cannot be enforced, the other clauses and part of the clause will still apply.

e. If we delay in enforcing any of these terms and conditions, 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 these terms and conditions, 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 lift and associated services, we can still demand the payment at a later date.

22. 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 22a 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**

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