



Customer Terms and Conditions

October 2018



Customer Helpline:
0800 23 22 22

Installations:
0800 422 0699



Acorn Mobility Services Limited (we, us) conditions

1 Acceptance

The contract shall consist only of our offer and your acceptance of the Order Form and these terms, nothing else shall form part of the contract and be binding on either you or us. It is our responsibility to supply you with goods that meet your consumer rights. Nothing in this contract affects your statutory rights.

2 Delivery

We will endeavour to deliver and install your stairlift on the date provided, however, in circumstances beyond our reasonable control we will not be held liable for costs incurred if we cannot meet this date. Such causes include, but are not limited to: weather, traffic, illness.

3 Buying back the goods

We will not buy back the stairlift from you.

4 Power supply/alterations

You must provide a suitable 13-amp socket or fused spur which can only be used for the stairlift. If this is not available, you must make arrangements to have one fitted before we install the stairlift. If we agree to do any extra work as detailed in the Additional Information box on the front of this Order Form, we will employ someone who is qualified to undertake such work, who may be a sub-contractor. Please note that as a result of any agreed work, it may be necessary for you to carry out some redecoration work and/or carpet replacement.

5 Who owns the stairlift?

You will only own the stair lift when you have paid us all the amounts you owe us under the order.

6 Warranty

We supply the stairlift with a 12-month manufacturer's warranty which applies from the date we install the stairlift and which covers the cost of parts and labour for faulty manufacture or installation. It does not cover issues caused by the stairlift being used incorrectly or being damaged by yourself or by other people. This warranty also includes one service during the year and our commitment that in the event of a breakdown we will aim to attend your premises within 24 hours, 365 days a year. We will contact you before the end of your 12-month warranty, to ask if you would like to enter into a Service Contract.

7 Personal details

We will comply with the General Data Protection Regulations 2018 (GDPR). Please refer to the order form for full details or visit our website to view our Privacy Policy.

8 Safety

If we are not able to install your stairlift for safety or other practical reasons, we will be entitled to cancel your order, even if we have already accepted it. If we do this, we will return any deposit you have already paid us as soon as possible.

9 Liability

We will not be liable for any alterations or modifications made to the stairlift without our knowledge. This agreement shall not limit nor exclude liability for death or personal injury caused by our negligence.

10 Opportunity to Put Things Right:

We are aware there are times when things go wrong, if you suffer any loss or damage as a direct result of our negligence, then we request you allow us a reasonable opportunity to remedy the problem. In order for us to do so, we may be required to appoint/ consult with subcontractors or carry out an effective repair ourselves. We will not be responsible for any loss or damage which you fail to allow us a reasonable opportunity to put right and/or which could have been avoided or minimised by you taking reasonable steps which you failed to take. Moreover, you will be consulted throughout the process until a final remedy has been agreed.

11 Law

English law and the jurisdiction of the English courts shall apply to this Contract.

12 Complaints policy

At Acorn Stairlifts we always endeavour to provide the best service and products for our customers. However, we recognise there may be rare occasions when our customers may not be completely satisfied. As soon as possible after the completion of the stairlift installation, please inspect the work to ensure everything has been carried out to our usual high standards. In the unlikely event that there is anything you are not completely satisfied with, please contact us as soon as you can so we can rectify any problems as soon as possible. To ensure we are able to put things right as soon as we can, please refer to our complaint handling policy at www.acornstairlifts.co.uk/contacts/complaints and we will respond promptly to ensure complete satisfaction.

Where we cannot resolve a complaint using our own complaints procedure, there are two other options available, detailed below:

- Acorn is a member of the British Healthcare Trades Association (BHTA) and has signed up to its Trading Standards-approved code of practice. If you are unhappy with the outcome of a complaint and have exhausted our complaint process, you can approach the BHTA for mediation (and ultimately arbitration) and, as a member, we will participate in this process free of charge. The BHTA can be contacted at New Loom House, Suite 4.06, 101 Back Church Lane, London, E1 1LU.
- As a Which? Trusted trader, Acorn also uses the Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and if you wish to refer the complaint to them, please phone the Which? Trusted Traders scheme on 0117 981 2929 or visit the website at: www.disputeresolutionombudsman.org/which-trusted-traders-partnership/

13 Right to Cancel

You have the right to cancel this contact within the 14 days without giving reason. The cancellation period will expire 14 days after, the day after, the day the stairlift is installed. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email) addressed to Acorn Mobility Services Limited, Telecom House, Millennium Business Park, Steeton BD20 6RB or email to ServiceDesk@acornstairlifts.com.

You may use the cancellation form below but this is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will collect at our expense the stairlift that has been supplied.

We will make the reimbursement without delay, and not later than

- (a) 14 days after we have received back from you any good supplied; or
- (b) if there were no goods supplied, 14 days after the day on which we are informed of your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless

- (I) You have expressly agreed otherwise or
- (II) you have paid us in cash

In any event, you will not incur any fees as a result of the reimbursement.

You are only liable for any diminished value of the goods from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

You will not be reimbursed or recompensed for any alterations that may have been made to the staircase or the surrounding area nor for any marks or holes in the carpet/floor caused by the installation and subsequent removal of the stairlift.

This does not affect your statutory rights under the Consumer Rights Act 2015, if applicable, and any laws that replace it. If you want independent advice about your rights, you can speak to Citizens Advice or Trading Standards.

Data Protection Consent

This document will form part of your contract with Acorn Mobility Services Limited who will as data controller use your personal data to set up and administer the contract. When you sign the contract you consent to our using your data. Your rights in relation to your data are protected under the General Data Protection Regulation and we will comply with your rights. Your data will only be shared with other members of the Acorn Group of companies and selected third parties that assist us in delivering services.

We will use your personal data to enable us to meet our obligations to you and administer and fulfil your order, to enable us to take payment and to provide after sales services to you and advise you on any warranty issues you may have and to market to you certain other products and services which we believe may be of interest to you. We will retain your information throughout the life of your stairlift in order to enable us to inform you or any other users of any actions required in relation to your stairlift. Your data will be held on a secure computer system. A full copy of our data protection policy is available on our website or on request from privacy@acornstairlifts.com

Cancellation Form

To: The Customer Services Manager, Acorn Mobility Services Ltd, Telecom House, Steeton, BD20 6RB
I/We hereby give notice that I/we wish to cancel my/our contract of sale for the supply
of the product(s) shown on the order form.

Ordered on:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s):

Date:



Acorn Mobility Services Limited, Telecom House, Millennium Business Park, Station Road, Steeton, West Yorkshire BD20 6RB