

Terms and conditions of sale for Uplifts[®]

These terms apply when you buy a through floor lift (also known as a vertical lift or homelift); direct from Stannah Lift Services Ltd for use in a domestic property either during an in-home visit or over the telephone following our in-home visit. They explain what you can expect from us and your responsibilities.

These terms do not apply to products you buy through third parties or a grant scheme.

Pay particular attention to clause 13 which sets out your legal rights.

These terms and conditions do not affect your legal rights.

1. Parties to the agreement

A. These terms form part of a legal agreement (the agreement) between:

us, Stannah Lift Services Ltd (registered in England and Wales, company number 1189799, registered office at Watt Close, East Portway, Andover, Hampshire, SP10 3SD, VAT number 236 7783 28); and

you, the person placing the order from us.

B. You can contact us by:

Telephone on 01264 364311

Email at enquiries@stannah.co.uk

Letter addressed to

Stannah Lift Services Ltd

Watt Close

East Portway

Andover

Hampshire

SP10 3SD

C. If we need to contact you, we will use the phone number, email or address you gave us in your order.

2. Where to find information about us and our homelifts

You can find everything you need to know about us and our homelifts on our website, (www.stannah.com), in our literature or from our sales staff before you order. We confirm

important information to you in writing after you order, either on paper or by email.

3. Our contract with you

Placing an order and entering into the agreement

A. Before placing your order, please read these terms carefully.

B. Once you have placed your order, if you think there is a mistake or want to make any changes, please contact us using the details given in clause 1.B.

C. Your unique reference number will be shown on any paperwork we provide. Please quote this number whenever you contact us.

D. You will need to pay a deposit when you place your order as set out in clause 4.E.

Conducting a home survey

E. So that we can ensure that we are able to provide the most suitable homelift solution for the user and home, we will carry out an in-home survey, taking all necessary measurements before providing you with a no-obligation quotation.

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

4. Our products, pricing and payment

Products

A. The pictures on our website and in our brochures are for guidance only. We cannot guarantee that the colours within these pictures accurately reflect the colour of the actual homelifts.

B. We can always make changes to a product to reflect changes in relevant laws and regulatory requirements.

Pricing

C. The price for the homelift will be provided to you in writing following our in-home visit and survey.

D. It is possible that despite our best efforts, some of the homelifts we sell may be incorrectly priced. If we accept your order and the mistake is obvious and could reasonably have been recognised by you as a mispricing, we may end the agreement and refund you any sums you have paid.

Deposit

E. You will need to pay a deposit when you place your order. The amount will be detailed within your written quotation. The outstanding balance will be due no later than the date the homelift is installed.

5. VAT

A. The prices stated in your order summary exclude VAT.

B. If you are entitled to VAT relief, we will ask you to fill in a VAT exemption form, usually at our survey visit. If you are not entitled to VAT relief, or you do not fill in a VAT exemption form, VAT will be payable at the rate that applies at the time. If the rate of VAT changes between the date of your order 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.

6. Necessary work before installation

Preparation work

A. Any preparation work that we have agreed to do (such as work to your water, gas or electricity supply or carpentry work) will be written on your order acknowledgement and included in the price we have quoted you.

B. After we start work at your property, we may discover that further work, which we did not know about at the time of your order and which is not included in the price, is needed. If this is the case, we will tell you what additional work is needed and any associated increase in the price you are to pay. We will ask you to confirm if you wish to:

- (1) proceed on the basis that the agreement will be changed to include the additional work and any increased price;

- (2) where appropriate hire and pay for your own contractor to undertake the additional work; or

- (3) end the agreement, in which case clause 11.C will apply.

C. If you opt to hire and pay for your own contractor the work must meet any reasonable standards we specify, as well as all legal requirements that apply.

D. We may not be able to proceed with the installation until you have confirmed to us how you wish to proceed and where applicable your contractor has completed the additional work as required.

E. If you do not:

- (1) confirm that you wish to proceed on the basis that the agreement is changed to include the additional work and increased price; or
- (2) within a reasonable time hire your own contractor to undertake the work required, or they do not within a reasonable time undertake that work to meet any reasonable standards or legal requirements,

we may end the agreement with you in which case clause 19 will apply.

F. 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.

Electrical work

G. The price agreed during the order process 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 these, we will not be able to install the homelift unless additional work is undertaken to address this issue, and the provisions of clauses 6.B to 6.F shall apply.

Asbestos

H. If your property was built prior to 2000, asbestos containing materials (ACMs) could exist within the fabric of the building. In these instances, we will arrange for a survey to be carried out to ensure no ACMs are present before we begin any preparatory or installation works.

I. It may be possible that previously undiscovered potential asbestos is found after we have begun preparatory works in which case we will immediately suspend the works and explain the situation to you.

J. If asbestos is identified, where possible, we will offer to hire a specialist contractor to remove any asbestos, but this will be at your cost. If you would like us to do this, we will get and supply you with a quotation so that you can decide whether or not you want to proceed. Alternatively, you can hire your own specialist to carry out the works, we will ask for a copy of the statement of cleanliness for our records.

K. We will not continue to do any preparatory or installation works until we are satisfied that any asbestos found has been wholly removed to allow us to work safely.

L. If you do not agree to us hiring a specialist contractor at your cost and do not hire a contractor yourself and have the required work done in a reasonable time either of us may end the agreement, see clauses 11.C and 19.

M. If you have an appropriate asbestos report at your property, you must give us a copy of it before or at the time we carry out our survey of the property. If the area where asbestos is found or suspected is in a shared area, for example flats, the building manager must give us an asbestos report before or during our survey at the property.

7. Quoted times for supply and installation

A. Due to the nature of homelifts and the amount of preparation work that might need to be carried out at your property, the times we give for supplying and installing the homelift are estimates only. We will 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 let us in to install the homelift 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. 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 in which case clause 19 will apply.

C. We are not responsible for delays that are beyond our control. If supplying the homelift, 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 in which case clause 11.C will apply.

D. We may have to delay supplying the homelift in order to:

- (1) deal with any technical problems or make minor technical changes;
- (2) update the homelift or any part to reflect changes in relevant laws and regulations; or
- (3) make changes which you have asked for.

If we need to delay supplying the homelift, we will contact you beforehand.

E. We may also delay supplying the homelift or services, or end the agreement, if you do not pay any amount that is due to us (see clause 19.A). We may also delay supplying the homelift or services if you then do not make a payment within 14 days of us reminding you that your payment is overdue and we may also end the agreement, see clause 19. If we are going to delay the supply of the homelift or any services under this clause 7.E, we will inform you beforehand. We will not delay the supply of the homelift or any 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 10.B) in which case we may delay the supply until you pay the invoice.

F. We only deliver and install homelifts in England, Wales and Scotland (some exclusions apply). Please visit our website www.stannah.com/locations for more details.

8. Installing your homelift

The main user of the homelift should be at the property when we install the homelift. 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 homelift. That person will be responsible for making sure the user knows how to use the homelift accurately and safely.

9. Responsibility and ownership

A. You will be responsible for the homelift and associated equipment from the time we confirm that the installation is complete.

B. You will own the homelift and any associated equipment once we have received the full payment from you. Upon completion, you will be responsible for insurance and protection of the equipment.

C. If, through no fault of ours, final adjustments to the homelift cannot be made when the installation is otherwise complete, you must still pay in full. We will make the final adjustments to the homelift within 10 working days of the issue being discovered.

10. Late payment

A. If you do not pay on time, we can charge interest (at the rate of 2.5% a year above the Bank of England base rate from time to time) on the amount you owe (including VAT) from the date the payment was due until we receive it.

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

11. Your rights to end the agreement

Your rights when you end the agreement will depend on what you have purchased, whether there is anything wrong with it, our performance and when you decide to end the agreement. These rights do not affect your legal rights.

Where we make a refund, we will endeavour to issue that refund within 14 days.

A. Right to cancel an order (before installation of the homelift)

- (1) You can cancel an order before we have installed the homelift. Once you let us know that you wish to cancel the order, the agreement will end immediately, and we will refund any amount you have paid for the homelift.
- (2) Please note that we may deduct from that refund (or charge you an appropriate amount for) the cost of any preparation that we have made at the property, or other associated costs incurred.

B. Right to cancel an order (after installation of the homelift)

Except where your legal rights explained in clause 13 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. These costs would include all preparation work at your property as well as the manufacturing and installation costs of your homelift.

C. Ending the agreement because of something we have done or are going to do

You are also entitled to end the agreement in the following cases:

- (1) If you do not accept a change we need to make to the homelift or the services we supply, the price you are to pay, your obligations under the agreement or these terms (see clauses 4 and 6);
- (2) If we have told you about a mistake in the price (see clause 4.D);
- (3) If there is a risk that there may be a significant delay in us supplying the homelift because of events outside our control including where we must delay for the reasons given in clause 7.D;
- (4) If you have a legal right to end the agreement (for example, because of something we have done wrong).

Once you let us know that you wish to end the agreement for a reason listed above, the agreement will end immediately, and we will give you a full refund for any goods or services which we have not provided. You may also be entitled to compensation in some cases.

12. How to end the agreement with us

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

- (1) Phone: 01264 364311 (we will ask you to confirm your request in writing)
- (2) Email: hometeam@stannah.co.uk
- (3) Letter: Stannah Lift Services Ltd Watt Close East Portway Andover Hampshire SP10 3SD

When you contact us, please give us your name, your home address, details of the order (including details of your homelift 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 delivered the homelift or any parts to you or we have begun or completed installation you must let us collect (and where appropriate uninstall) them.

C. We will pay the cost of uninstalling and collecting the homelift if:

- (1) you do not accept a change we are going to make to the homelift or services we are to supply, the price you are to pay, your obligations under the agreement or these terms (see clauses 4 and 6);
- (2) we have told you about a mistake in the price or description of the homelift you have ordered;
- (3) there is a risk that there may be a significant delay in us supplying the homelift because of events outside our control including where we must delay for the reasons given in clause 7.D;
- (4) you have a legal right to end the agreement because of something we have done wrong;

D. If you are responsible for paying the uninstallation and collection costs, we will only charge you the direct cost to us of uninstallation and collection.

E. We will not be responsible for any reinstatement, redecorating or alteration needed after we cease to provide the services or uninstall the homelift except where such is needed as a result of our negligence.

13. Your rights if something is wrong with the homelift or our services

A. We are under a legal duty to supply the homelift and associated equipment that are as described to you on our website, or in our brochure or showroom and that they meet all the requirements imposed by legislation. If you think there is something wrong with your homelift, you must contact our Customer Service Team by:

- (1) Phoning us on 01264 364311 (we will ask you to confirm your request in writing)
- (2) Sending an email to: hometeam@stannah.co.uk
- (3) Writing to us at: Stannah Lift Services Ltd Watt Close East Portway Andover Hampshire SP10 3SD

14. Initial service warranty

A. We will supply your homelift with an initial service warranty for maintenance and repairs.

The warranty period starts on the date that we finish installing the homelift.

B. During the initial warranty period, we will

- (1) rectify faults arising due to faulty materials or workmanship, at our cost;
- (2) at no extra charge, arrange service visits to check the product, lubricate relevant parts and make any necessary adjustments. The number of service visits per year is stated on your warranty certificate.
- (3) at no extra charge, provide and fit any parts that need to be repaired or replaced due to normal wear and tear (during standard service hours).

NOTHING IN THESE TERMS AND CONDITIONS WILL AFFECT YOUR LEGAL RIGHTS

SUMMARY OF YOUR KEY LEGAL RIGHTS, although there are certain exceptions.

For more detailed information, visit the Citizens Advice website at www.citizensadvice.org.uk, or you can contact your local trading standards office.

Concerning your **homelift 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 homelift, you have the following legal rights.

- If the homelift is faulty you can get a refund within the first 30 days of installation.
- If your homelift is faulty and can't be repaired or replaced within the first 6 months of installation, you will be entitled to a full refund.

- If the homelift 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 homelift), 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 receive money back if we can't do this.
- If you haven't agreed a price upfront for a service, what we ask you to pay must be reasonable.
- If we haven't agreed timescales upfront, a service must be provided within a reasonable time.

(4) deal with breakdowns during standard service hours. In the event of an emergency breakdown (i.e typically where the homelift is not working at all), we will attend outside of these hours. During the warranty period, there will be no extra charge for dealing with breakdowns that arise due to faulty materials or workmanship or which are caused by parts which need to be repaired or replaced due to normal wear and tear.

(5) at no extra charge, maintain the emergency communications system.

Our standard service hours are 8am to 4.45pm Monday to Thursday and 8am to 3.45pm on Fridays, excluding public and bank holidays.

C. The initial service warranty is subject to the following conditions:

(1) the homelift is paid in full

(2) the homelift is serviced by us in accordance with our instructions; and

(3) none of the exclusions in clause 14.D apply

D. The initial service warranty does not cover the following:

(1) replacement batteries for your remote control(s)

(2) any defects, damage and associated costs that we reasonably determine to be due to: incorrect power supply, improper use of the homelift (including use of the homelift not for its intended purpose), wilful or negligent damage to your homelift, non-mechanical or non-electrical faults or events beyond our control, such as fire, flood, power failure, vandalism or theft.

E. If you call us about a breakdown, we'll always aim to deal with it as quickly as possible. However, we will not be responsible for the consequences of any delay.

F. We may charge for an engineer visit if:

- (1) we are called out and find the homelift is switched off or there is no fault;
- (2) we find that the homelift has a fault caused by any of the exclusions referred to in clause 14.D; or
- (3) you fail to cancel or rearrange an appointment you can no longer make, miss an appointment (without good reason) or do not allow us to access the property to complete the agreed works.

G. Alterations to the homelift will invalidate the initial service warranty if made by persons not authorised by us.

H. The terms of the initial service warranty do not limit your legal rights or your rights under the agreement with us. For more information about your legal rights please see clause 13.

15. Extended service warranty (available to purchase at point of order only)

A. When ordering your homelift, you have the option to purchase an extended service warranty (beyond the initial service warranty period as referred to in clause 14). The extended service warranty is an opportunity for your homelift to continue to be covered as it was under the initial service warranty (see clause 14), benefiting from savings at a locked in price for future years.

B. If you stop needing the homelift before the extended warranty period ends, you will be entitled to a part refund. The amount of the refund will depend on the number of years and services remaining under the agreement.

C. During the extended service warranty period, we will service your homelift and maintain the emergency communication system in line with the agreement and repair any faults (except for the exclusions referred to in clause 14.D).

16. Ongoing service contract (available to purchase at end of initial or extended service warranty periods)

A. Due to its mechanical nature, we recommend that your homelift is regularly serviced to keep it in good working condition. At the end of your initial service warranty, or any extended service warranty that you may have purchased, your local service branch will contact you with details regarding our 3-star basic and 5-star comprehensive service contract packages.

B. If you choose not to purchase an ongoing service contract but require help with an emergency breakdown or a repair, a call-out charge will be applicable as well as any charges for parts and labour required. Please contact the local service branch for more details.

C. If you choose not to purchase an ongoing service contract, you will be solely responsible for the maintenance and safe operation of the homelift, including the emergency communication system.

Please note our initial service warranty, extended service warranty and service contract packages do not cover accidental damage, vandalism, non-mechanical or non-electrical faults.

17. Our responsibility for loss or damage suffered by you

A. We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- (1) Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (from a legal standpoint, the loss was unforeseeable);
- (2) Caused by a delaying event outside our control, as long as we have taken the steps set out in clause 7.C;
- (3) Avoidable. Something you could have avoided by taking reasonable action;
- (4) A business loss. We only supply the homelift and services under this agreement for domestic and private use. If you use the homelift 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.

B. We will not be responsible for any alterations that you or somebody acting for you makes to the homelift without our written permission. Any alteration may not meet legal safety requirements for homelifts. If so, our maintenance and repair package will end, and the user may be at risk of injury. Subject to clause 17.C, we will not be responsible for any loss, damage or injury caused by alterations we have not agreed to in writing.

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

- (1) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- (2) fraud or fraudulently describing the goods or services;
- (3) breaking your legal rights relating to the goods or services including your right to receive products 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 homelift for;
 - are supplied with reasonable skill and care and correctly installed; and
 - are not faulty.

D. If we are providing services in your property, we will repair any damage we cause while doing so if that damage results from our negligence. However, after the preparation work/installation (or where applicable us uninstalling the homelift) you may need to redecorate or replace the carpet in some areas. We will only be responsible if this work is due to our negligence. We are not responsible for fixing any faults or damage that existed before we installed the homelift.

18. 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 end the agreement if you do not want to go ahead and have the homelift fitted. If we end the agreement 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 (see clause 1.B for our contact details).

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:

- (1) 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;
- (2) You do not give us information that we need in order to provide the homelift or services within a reasonable time;
- (3) You do not allow us to deliver the homelift or services to you within a reasonable time;
- (4) You do not give us access to your property, to carry out our survey(s) or supply the services, within a reasonable time;
- (5) You do not agree to change the agreement to include any additional work that is needed for us to install your homelift and any associated increased price or where you agree to engage your own contractor to do any additional work this is not completed within a reasonable time to any reasonable standards and legal requirements;
- (6) 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 19.A, we will refund any money you have paid upfront for goods or services we have not provided, but we may deduct or charge you reasonable compensation for the costs we have incurred 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 a product. If this happens, we will let you know as soon as possible and will refund any amounts you have paid upfront for products (including services) that we will not provide.

20. Removal

A. Should you no longer need your homelift, 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.

B. If we remove the homelift under clause 20.A, we will not refund or pay you for the homelift or be liable for any redecorating, reinstatement or alteration needed after we remove the homelift, except where the redecorating or alteration is needed as a result of our negligence.

C. We will ensure that the area is made safe after the removal of your homelift.

D. We are only able to offer this removal service in areas where we deliver and install homelifts (see clause 7.F). Further terms regarding our removal policy can be found on our website.

21. General

A. We may transfer our contract with you, so that a different organisation is responsible for supplying your homelift. We will inform you in writing if this happens and we will ensure that the transfer does not affect your rights under the contract.

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. If you are purchasing the homelift on behalf of someone else and we are to install at their property, please let us know. We will not unreasonably refuse to a transfer of rights in this circumstance. We may refuse if the transfer would mean that work had to be carried out to the homelift, including removing it from where we installed it, or if we have good reason to believe that the homelift 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 homelift (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 Stannah. 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 22.B).

D. If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

E. Even if we delay enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to under this contract but that doesn't mean we can't do it later.

22. Governing law and disputes

These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

23. Data protection

A. We will use your personal information in line with data protection laws (for example The Data Protection Act and the General Data Protection Regulation). Please visit our website (www.stannah.com) for full details.

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

- supply the homelift to you;
- process your payment for the homelift; and
- give you information about similar products that we provide, if you agreed to this during the order process.

C. You can stop receiving this information at any time by contacting us using the details in clause 1.B.

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

24. 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 1.B. If you are not satisfied with how we have handled your complaint, write to the Managing Director at Stannah Lift Services Limited, Watt Close, East Portway, Andover, Hampshire, SP10 3SD, or phone 01264 364311.

B. If, after following the procedure set out in clause 25.A, 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.com. 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.



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