

Terms and Conditions of Hire Agreement

Please read these Terms and Conditions ("Terms") carefully as they contain important information about the basis upon which We agree to make the Goods available to You for hire. You should speak with Us if You have any questions.

1. Our Terms and Definitions

1.1 The following definitions are Used in these Terms:

Address	The Customer Address and/or the address where the Goods will be located as set out in this Agreement
Agreement	These Terms together with the pages beginning with the title "Hire Agreement regulated by the Consumer Credit Act 1974".
Date of this Agreement	The date You sign this Agreement, and the Agreement begins.
Duty Holder	The building manager, landlord or any other person who has responsibility for the area in the building where installation of the Goods is taking place.
Goods	The Stannah stairlift detailed on the front page of the Agreement.
Initial Payment	The advance payment you are required to make to us on the date you enter into this Agreement. It is made up of: (a) the product (b) first monthly rental of £ _____ (c) any subcontractor work required (d) installation & removal of the goods once the agreement has ended.
Minimum Period of Hire	The minimum period that You will hire the Goods for under this Agreement which is three months.
"Rental(s)"	The amounts payable for the hire of the Goods as set out in the Key Financial Information section of this Agreement which include VAT where payable.
Rental Period	The Minimum Period of Hire and any Secondary Period of Hire where applicable.
Residual Value	The value which We expect the Goods to be worth at the end of the Rental Period if the Goods are in a reasonable condition according to their age.
Secondary Period of Hire	Any subsequent period of hire following the expiry of the Minimum Period of Hire which begins at month four

When We Use the words "writing" or "written" in this Agreement, this includes emails.

- 1.2 When You sign this Agreement, You are agreeing to be bound by these Terms. This means that there will be an enforceable contract in place between Us. If You do not accept the Terms, You will not be able to enter into this Agreement and hire the Goods.

2. Information about Us and contact details

- 2.1 We are Stannah Lift Services Limited, a company registered in England and Wales. Our company registration number is 1189799 and Our registered office is at Watt Close, East Portway, Andover, Hampshire, SP10 3SD. We are authorised and regulated by the Financial Conduct Authority (FCA). Our FCA firm reference number is 716520.
- 2.2 You can contact Us by telephoning Our customer care team on 01264 364311 or by writing to Us at customer.contact@stannah.co.uk or at our postal address of Stannah Lift Services Limited, Watt Close, East Portway, Andover, Hampshire, SP10 3SD.
- 2.3 If We have to contact You, We will do so by telephone or by writing to You at the email address or postal address You provided to Us in this Agreement.

3. Preparation Work and safety rules for the construction and installation of the Goods

- 3.1 We will provide You with a quotation before You enter into the Agreement. The quotation is provided on the basis that to the best of Our knowledge, Your staircase and surrounding structure are sound and suitable for a stairlift installation.
- 3.2 The Goods are fully approved and certified to CEN81.40 standards for stairlifts. **Please note: if We are installing the Goods into premises other than a single-family dwelling, We strongly recommend that the owner of the premises takes professional advice on the suitability of those premises for the installation of the Goods. Such advice should include fire regulations, environmental health, building control and with registered homes, the local health authority. We cannot advise you on these as part of the installation.**
- 3.3 The quotation will set out any additional work that We (or Our sub-contractor) need to carry out before We can safely install the Goods. This does not include the matters set out in clause [3.2] above. The quotation will also set out Our cost for the additional work. For example, this could include moving a radiator or installing a socket. We will use appropriately qualified sub-contractors to carry out the additional work.
- 3.4 If we need to provide a power supply to the Goods, the cost of doing this is provided on the assumption that the existing wiring at the Address is in a satisfactory condition. If it is not, we may have to make a further charge to you in addition to that which we have provided in the quotation.
- 3.5 Where electrics at the Address are found not to comply with current regulations then additional work will be necessary before the installation can proceed. This may result in an extra charge. If You do not allow Our electrician to complete the additional work, We may not be able to install the Goods. [You can engage another electrician to carry out the required work, but We cannot install the Goods until this is properly completed.]
- 3.6 If Your staircase requires modification to enable Us to install the Goods, this may result in You having to redecorate and/or possibly replace the carpet in some areas. You are responsible for the costs of such redecoration and/or replacement unless they are caused by Us (or Our sub-contractor) failing to take reasonable care (negligence) when carrying out the modifications.

4. Handrail

- 4.1 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 plastering and redecorating) afterwards.
- 4.2 If You choose not to ask a tradesman to do this, We can however instruct a sub-contractor to fit the handrail in another location for You but this will incur an extra cost.

5. **Asbestos**

- 5.1 If, before or during the installation of the Goods, We (or Our Sub-Contractor), discover or suspect the presence of asbestos which prevents or restricts Us from being able to safely install the Goods, We must immediately stop the installation. We will tell You if that is the case.
- 5.2 We may offer to engage a specially qualified sub-contractor to investigate and, where necessary, remove the asbestos. We will provide You with a quotation for this work so that You can decide if You want them to carry out the work. You must tell Us in writing if You want to engage the sub-contractor to carry out the work and must provide Us with written confirmation that You will pay the sub-contractor's costs for doing so. We will not carry on with the installation of the Goods unless and until this work is complete.
- 5.3 If We are unable to engage a specialist, or You do not want Us to do so, You can engage Your own specialist to carry out any asbestos-related works. However, We are unable to carry on with the installation of the Goods until We are satisfied that any investigation is complete and, where necessary, the asbestos has been properly removed.
- 5.4 If You have an appropriate asbestos report for the Address, You should provide this to Us before We (or Our sub-contractor) survey the Address. If You want Us to install the Goods at non-domestic premises or in a common area of a shared property (for example, the common area of purpose-built flats), then the Duty Holder must provide Us with the appropriate asbestos report before We complete Our quotation.

6. **Duration of Hire**

- 6.1 The Minimum Period of Hire will start on the date We deliver the Goods to You. The minimum period will continue for three months. You will then enter into the secondary period of hire unless this Agreement is ended earlier by You or Us under these Terms.
- 6.2 If You want to continue to hire the Goods after the end of the Minimum Period of Hire which is three months, You can do so provided You have complied with all Your obligations under this Agreement. The hiring of the Goods and the maintenance will both continue automatically upon the expiry of the Minimum Period of Hire for a Secondary Period of Hire unless You give Us notice as described in clause 6.3 or We tell you that We are ending the Agreement.
- 6.3 **If You do not want to continue hiring the Goods after the end of the Minimum Period of Hire You must tell Us by giving Us at least one months' written notice. This notice must be given to Us before the end of the Minimum Period of Hire. If You give notice, the Agreement will then automatically end upon the expiry of the Minimum Period of Hire. We will then come and collect the Goods in accordance with clause 13.**
- 6.4 You will need to continue to make the monthly Rental payments to Us during the Secondary Period of Hire until You or We end this Agreement.

7. **Installation and Removal**

- 7.1 We will deliver and install the Goods at the address set out on the front of this Agreement (the **Address**). We will tell you the date we intend to deliver and install the Goods at the address. We will also give you an estimate of how long we expect the installation will take.
- 7.2 We will try to deliver and install the Goods in accordance with the estimated timescales given to you. However, as the Goods are made to order and customised to Your needs, We cannot always guarantee that the Goods will be delivered or installed within the estimated timescales. This means that the time and date of delivery and the time and date of installation of the Goods is not a vital condition of this Agreement which if breached would allow You to end this Agreement.
- 7.3 You must ensure that the Address allows for easy and safe delivery and installation of the Goods. You must be available to accept delivery of the Goods at the Address on the delivery date at the delivery time. If You are not available at the date and time of delivery and installation, You must ensure that there is an adult available to take delivery and attend the installation on Your behalf. Your agreed representative must have Your permission to give instructions on Your behalf and sign the Customer Acceptance form. We shall assume that this permission has been given by You

to them unless You tell us otherwise prior to the delivery and installation. We cannot deliver and install the Goods unless You or Your agreed representative are at the Address to take delivery.

- 7.4 We (or Our sub-contractor) will provide a demonstration of the Goods once they have been installed. This can be provided to You or to Your agreed representative. You, or Your agreed representative, must sign the Customer Acceptance form confirming that the demonstration has taken place.
- 7.5 If We are installing the Goods where there are multiple users of the Goods (for example, at a nursing home or public building), the Duty Holder will need to attend the installation demonstration so that they can be trained on and informed of their responsibilities to oversee and control the safe use of the Goods.
- 7.6 We will not be responsible for any delay in delivery and installation of the Goods where this delay is caused by You or any other adult You have agreed can take delivery of the Goods on Your behalf. If You do not take delivery of the Goods on time for any reason, then We may store them pending delivery.
- 7.7 Sometimes, something will happen out of Our control that impacts delivery or installation of the Goods. We are not responsible for any act or event beyond Our reasonable control which may hinder or prevent the delivery or installation of the Goods. For example, disruption caused by pandemics, natural disasters, disruption to transport links, lack of availability of labour or materials needed to manufacture the Goods where this is out of Our control.
- 7.8 If We have provided You with a delivery and installation date and a circumstance outside Our reasonable control occurs, We will contact You as soon as possible to arrange an alternative delivery and installation date. We will do what We can, but We will not be responsible if We cannot fulfil delivery or installation due to reasons beyond Our reasonable control.
- 7.9 At the end of the Rental Period (or if this Agreement is ended earlier in accordance with these Terms) You will be required to make the Goods available for collection by Us. We will contact You to arrange collection, and You are required to help arrange for this collection in accordance with clause 13 below.

8. **Ownership**

- 8.1 The Goods belong to Us at all times. You do not own them and do not have any rights in relation to them other than Your right to Use the Goods as described in this Agreement.
- 8.2 During this Agreement, You must keep the Goods in Your possession and Your control until such time as You return the Goods to Us. You must not do anything or allow anything to be done to the Goods which may impact Our interest in them. You may want to insure the Goods because We are not responsible for any damage or faults to the Goods caused by the negligence, misuse, wilful or accidental damage to the Goods caused by You or another person or any damage or faults that is cause beyond our control.
- 8.3 You must immediately tell Us and any insurer of any loss, accident or damage to the Goods arising out of or in connection with Your possession or use of the Goods.
- 8.4 You have no right to buy the Goods.

9. **Your responsibilities**

- 9.1 You must:
 - 9.1.1 pay all Rentals due in full and on time;
 - 9.1.2 comply with these Terms;
 - 9.1.3 ensure that You keep the Goods in good condition, in good working order and in good repair and ensure that the Goods are used only for the purposes for which they are designed and in accordance with any reasonable instructions, directions and manuals We provide;

- 9.1.4 make no alteration, modification, technical adjustment or repairs to the Goods and not remove any existing component (or components) from the Goods;
- 9.1.5 keep Us fully informed of all serious matters relating to the Goods, for example if they stop working or are faulty;
- 9.1.6 keep the Goods at all times at the Address and not move or attempt to move any part of the Goods to any other location without Our prior written consent;
- 9.1.7 allow Us or Our duly authorised representative to inspect the Goods and grant reasonable access for such inspection (please note, wherever possible We would always seek to provide reasonable notice and agree timings for all inspections);
- 9.1.8 not allow the Goods to be confiscated, seized or taken out of Your possession or control, but if the Goods are confiscated, seized or taken, You must immediately tell Us and You must at Your own expense try to secure the immediate release of the Goods and You will be responsible to Us for any loss We may suffer as a consequence;
- 9.1.9 not sell, assign, transfer, mortgage, charge or part with possession of, or otherwise deal with or dispose of the Goods or any interest in the Goods, nor agree to do so;
- 9.1.10 not Use the Goods for any unlawful purpose;
- 9.1.11 allow Us or Our representatives access to the Address (or to any premises where the Goods are located) for the purposes of:
 - 9.1.11.1 servicing and repairing the Goods; and
 - 9.1.11.2 removing the Goods at the end of the Rental Period or upon the ending of this Agreement.

9.2 **We will not be responsible for any loss of or damage to the Goods arising out of or in connection with Your misuse or mishandling of the Goods or otherwise caused by You.** This means that We will not be under any obligation to repair or replace any damaged Goods during the Rental Period if the need for repair or replacement is caused by You. We have the right to charge You for any damage to the Goods which is beyond reasonable wear and tear.

10. **Paying the Initial Payment and the Rentals**

- 10.1 Our prices are given in pounds sterling and include VAT (other than where you are VAT exempt) and any other applicable taxes.
- 10.2 You must pay to Us the Initial Payment and all of the Rentals due under this Agreement in full and on time, without any set-off, deduction, counterclaim or withholding of any nature. Making payment of the Initial Payment and all Rentals when due is a vital term of this Agreement which means We can end this Agreement if the Initial Payment and the Rentals are not paid in full and/or on time.
- 10.3 You must pay the Initial Payment to us on the date You sign this Agreement.
- 10.4 Following the Initial Payment, Your first Rental payment will be due one calendar month after the date of installation of the Goods. After that your Rentals will be due on the same day of each month at monthly intervals until the end of the Rental Period set out in this Agreement (including any extension agreed between Us). We will write to You to confirm the start date for payment of Your Rentals. If the date of delivery and/or installation changes after You have entered into this Agreement, We will contact You to arrange an alternative date for delivery and/or installation. We will also confirm the date from which Your Rentals will then be calculated.
- 10.5 Where payment of Your Rental falls due on a weekend or public holiday, or on a date that does not exist in any given month, We will take payment of the Rental on the next working day.
- 10.6 You must pay the Initial Payment by card or bank transfer. You must then pay all of the other Rentals by direct debit and must set up a direct debit instruction in Our favour.

- 10.7 Unless You tell Us otherwise, We will apply any late payment of Rentals received from You in a manner which We consider, in Our reasonable opinion, most effectively reduces the amount You owe to Us.
- 10.8 If You fail to make payment of the Rentals in full and/or on time or if a Rental payment is rejected, We may also end this Agreement in accordance with clause 12.2 and You must pay Us the amounts set out in clause 12.6 and 13. Once we end the Agreement, You will no longer be able to remain in possession of the Goods and You must return them to Us as set out in clause 13.
- 10.9 You must continue to make payment of the Rentals to Us during any time where You are not able to use the Goods because they are being serviced, repaired, rectified or replaced.
- 10.10 If You do not pay the Rentals to Us in full and/or on time, We may charge You late payment interest on the overdue amounts at the rate of 2% above the Bank of England base rate in force at the relevant time. Late payment interest will accrue on the overdue amount on a daily basis from the due date up to the date of actual payment, whether before or after any judgment.
- 10.11 We may change the amount of your Rentals at any time to reflect any changes in VAT (where applicable) or because of any changes in the level of inflation where such a change impacts our costs in providing the Goods to you. We will give you reasonable notice of such change. You have the right to end this Agreement if you are unhappy with the change, see clauses 12.3 and 12.4.

11. **Cancellation**

- 11.1 Once you have signed this Agreement you have 5 days from the date you receive the notice of cancellation from us to cancel it.
- 11.2 You can cancel this agreement by telephoning 01264 364311 or emailing customer.contact@stannah.co.uk
- 11.3 If You cancel this Agreement:
- 11.3.1 We will refund to You any money you have already paid to Us (for example, the Initial Payment) and You are not required to make payment of any further Rentals to us.
 - 11.3.2 You must keep the Goods safe and wait for them to be collected from You. We will arrange for the Goods to be removed under clause 13. We may take legal action against You if you do not take proper care of the Goods before We collect them. You must not try to disconnect or remove the Goods yourself as this may breach health and safety laws.

12. **Ending this Agreement**

- 12.1 The Agreement will continue until expiry of the Rental Period, or until it is ended earlier by You or Us in accordance with these Terms.

How We may end this Agreement

- 12.2 After any notice period We are required to give You in law, we may end this Agreement with You if:
- 12.2.1 You do not make payment of the Initial Payment and/or any Rental to Us when it is due, and You still do not make payment within 14 days of Us reminding You that the payment is due;
 - 12.2.2 You do not, within a reasonable time of Us asking for it, provide Us with information that is necessary for Us to meet Our obligations under this Agreement;
 - 12.2.3 You do not, within a reasonable time, agree to a date and time for the delivery and installation of the Goods;
 - 12.2.4 You do not allow Us access to Your Address to deliver and install the Goods as agreed under this Agreement;

- 12.2.5 You do not engage a specialist contractor to carry out any necessary pre-installation work (for example, investigations into and, where necessary, the removal of asbestos at the Address) and You do not agree to us engaging a specialist to carry out such work on Your behalf, resulting in Us being unable to proceed or complete the installation of the Goods;
- 12.2.6 You commit a serious breach of this Agreement including these Terms;
- 12.2.7 You are in minor breach of any of Your obligations under this Agreement and such breach is capable of remedy, but You fail to remedy it within 14 days of Us telling You of the breach and requiring its remedy;
- 12.2.8 any representation or warranty (promise) given or made by You or on Your behalf under or in connection with this Agreement is false, incorrect or misleading;
- 12.2.9 You die;
- 12.2.10 a petition is presented for a bankruptcy order to be made against You, or You enter into a voluntary arrangement with creditors;
- 12.2.11 You apply for or take any steps to apply for a moratorium on payment to Your creditors; or
- 12.2.12 We have reasonable grounds to believe the Goods and/or Our interest in them is at risk.

How You may end this Agreement

- 12.3 During the Rental Period, You may end this Agreement early by giving Us at least one month's notice but You will be required to pay the amount set out in clause 12.6.
- 12.4 If You want to end this Agreement, please contact Us at the address above in clause 2.2, by email on customer.contact@stannah.co.uk or by telephone on 01264 364311.

What happens when the Agreement ends

- 12.5 At the end of the Rental Period (or if this Agreement is ended earlier in accordance with these Terms), We will arrange to collect the Goods from You as Our consent to Your possession of the Goods will end. You must not use the Goods after this Agreement has ended.
- 12.6 You must pay Us immediately:
 - 12.6.1 all arrears of the Initial Payment and/or Rentals or parts of the Initial Payment and/or Rentals and other sums already fallen due for payment;
 - 12.6.2 all Rentals up to and including the month the Agreement is cancelled. For example, if You or We end the Agreement in month 20, then You will be liable to pay all Rentals up to and including month 21 (taking into account the one-month notice period);
 - 12.6.3 all other costs and expenses that We incur in connection with:
 - 12.6.3.1 tracing or locating You or the Goods;
 - 12.6.3.2 repossessing and disposing of the Goods;
 - 12.6.3.3 enforcing Our rights under this Agreement, and
 - 12.6.3.4 where You fail to return the Goods to Us in the condition required by clause 13 of this Agreement and because of their non-return or their condition We are unable to sell them for the full amount of their Residual Value, such reasonable sum as We consider necessary to compensate Us for Our loss.
- 12.7 If any amounts due under this Agreement are not paid on time, interest will be payable on them at 2% above the Bank of England Base Rate at the relevant time calculated on a day-to-day basis from the due date until the date of actual payment before as well as after any judgment.

13. **Return of the Goods**

- 13.1 When this Agreement ends You must return the Goods to Us in a reasonable condition (subject to fair wear and tear) and;
- 13.1.1 at Your expense, ensure that the Goods are safely and properly stored until they are returned to Us, or Our agents;
 - 13.1.2 not use the Goods;
 - 13.1.3 ensure that the Goods, when returned to Us, are in a reasonable condition for their type and age to enable Us to sell them for a fair market value;
 - 13.1.4 pay for any costs, repairs or improvements required to be made to the Goods;
 - 13.1.5 at Your expense, You must return the Goods to Us (together with any operating manuals, service manuals, technical specifications, maintenance and repair records) immediately upon expiration or termination of the Agreement; and
 - 13.1.6 compensate Us for any losses We suffer as a result of any delay in You returning the Goods to Us.
- 13.2 If You fail to return the Goods in accordance with this clause 13, We shall be entitled to retake possession of the Goods and for such purpose to enter any premises where such Goods are located, including the Address or, if the Goods are on a third party's premises, then You must get permission for Us to enter such premises for the purpose of repossessing the Goods.

14. **Personal Data**

- 14.1 Personal details provided to Us will be processed and used in accordance with Our Privacy Notice. These can be found on our website at: www.stannah.com/privacy-notice
- If you would like to receive a printed version of the privacy notice, then please call us on 01264 364311 or email us at customer.contact@stannah.co.uk

15. **Our Complaints Procedure**

If you would like to make a complaint, you can do so by contacting our Customer Care Team on 01264 364311 or customer.care@stannah.co.uk. You can also write to us:

Customer Care Team
Stannah Stairlifts and Homelifts
Watt Close
Andover
Hampshire
SP10 3SD

Our complaints procedure is on Our website: www.stannah.com/complaints-procedure

- 15.1 Please include the following information in your complaint:
- 15.1.1 Your full name
 - 15.1.2 Your contact details
 - 15.1.3 Any order or reference you have been given
 - 15.1.4 A key summary of the problem or problems you have experienced
- 15.2 We will acknowledge receipt of your complaint within 1 working day of receiving it (or 5 working days if no email or telephone number is provided). We will then conduct a thorough investigation into your complaint. We may need to contact you to obtain further details during our investigation. We will provide you with a full response to your complaint within 8 weeks of receiving it. However, some investigations may take longer and so providing a full response

within this timeframe may not be possible. If this is the case, we will contact you to let you know that we cannot provide a full response within 8 weeks, provide you with a revised timeframe for our full response and let you know that you can refer the complaint to the Financial Ombudsman Service. We will then provide regular updates as to the progress of your complaint.

- 15.3 We will always work hard to ensure a fair resolution is agreed. However, if You are not happy with this resolution You have the right to refer Your complaint to the Financial Ombudsman Service (FOS). Its contact details are: Financial Ombudsman Service, Exchange Tower, London, E14 9SR, Tel: 0800 023 4567 Website: www.financial-ombudsman.org.uk

16. **Other Important Terms**

- 16.1 We may transfer this Agreement to someone else. We may transfer Our rights and obligations under this Agreement to another organisation, but We will ensure that the transfer will not affect Your rights under this Agreement. You must not transfer Your rights or obligations under this Agreement to anyone else.
- 16.2 If We do not insist immediately that You do anything You are required to do under this Agreement, or if We delay in taking steps against You in respect of Your breaching the Terms of this 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.
- 16.3 This Agreement applies between You and Us. Unless expressly stated, no other person may benefit from or rely on this Agreement.
- 16.4 If any provision of this Agreement (or part of any provision) is found by any Court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 16.5 Notices
- 16.5.1 By signing this Agreement and providing Us with Your email address, You confirm that You agree to receive communications, information and documentation electronically to that email address.
- 16.5.2 In addition to the above, by signing this Agreement, You expressly consent to receive documents from Us electronically in a PDF or other durable medium via email.
- 16.5.3 You also agree that We may contact You by post at the most recent address You have provided to Us or by telephone on the telephone and/or mobile number You have provided.
- 16.5.4 It is important that You or Your personal representatives tell Us promptly about a change of address or other contact details including a change to Your email address or to any postal address or telephone number. If You would like to update Your details, please get in touch with Us using the details set out in clause 2 above.
- 16.5.5 If You want to send Us any formal written notice or serve upon Us any legal proceedings, You must do so at the postal address set out for Us at the top of this Agreement unless We have told You otherwise in writing. Any notice You send Us will only be treated as given when We receive it.
- 16.6 This Agreement is subject to the law of the jurisdiction in the United Kingdom where you reside when this Agreement is made, being England and Wales or Scotland and the Courts of that jurisdiction shall handle any disputes.

IMPORTANT—YOU SHOULD READ THIS CAREFULLY

STATUTORY NOTICE RELATING TO A REGULATED CONSUMER HIRE AGREEMENT

YOUR RIGHT TO CANCEL

You recently made a consumer hire agreement reference number _____ with Stannah Lift Services Limited. You have a right to cancel it if you wish. You can do this by telephoning 01264 364311 or emailing customer.contact@stannah.co.uk

You have 5 days starting with the day after you received this notice. If you cancel this agreement you, will not have to make any further payment to us under the agreement and any money you have already paid to us must be returned to you.

If you already have any goods under the agreement, you should not use them and should keep them safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from You and you need not hand them over unless you receive a written request.

The place where your financial obligations consequent upon cancellation of this agreement are shown is clause 11.3 of the agreement.