

Acorn Mobility Services Limited (we, us) conditions

1 Contract

The contract for the supply of the stairlift shall consist only of our offer and your acceptance of the Order Form and these terms and conditions. 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. In circumstances beyond our reasonable control, however, we will not be held liable for any costs incurred if we cannot meet this date. Such circumstances include, but are not limited to: weather, traffic, and 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 own the stairlift (save for any "Stairsafe Equipment" in respect of which, see below) 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 Data Protection Act 2018. Please refer to the Order Form for further 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 contract shall not limit nor exclude liability for death or personal injury caused by our negligence; for fraud; or for breach of your legal rights under the Consumer Protection Act.

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 Complaints policy

At Acorn Stairlifts we always endeavour to provide the best service and products for our customers. We recognise, however, 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 is a further option available through the British Healthcare Trades Association (BHTA). Acorn Stairlifts is a member of the BHTA and has signed up to the BHTA's 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 Tower Bridge Business Centre, 46-48 East Smithfield, London E1W 1AW. Tel 02077022141 or email info@bhta.com

12 Right to Cancel

You have the right to cancel this contract within 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.

Effect 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:
(a) you have expressly agreed otherwise; or
(b) 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.

13 Contracts placed on hold

You may request that delivery and installation of your stairlift be placed on hold for a period of up to 90 days from the date that you confirm acceptance of our offer to supply a stairlift. At the expiry of 90 days, we will contact you to confirm whether you wish to proceed with installation of the stairlift. If you do not wish to proceed with installation, we will cancel the contract and refund any monies paid.

14 Severability

If any part of these terms and conditions is held by a court of competent jurisdiction, to be invalid, illegal or unenforceable for any reason, that part shall be severed and the remainder of the terms and conditions shall continue in force unaffected.

15 Law

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

16 Stairsafe

Some of the stairlifts that we sell benefit from a remote diagnostic system ("the Stairsafe Equipment") installed at manufacture. The diagnostic system is able to monitor the activity and performance of the stairlift to enable Acorn to provide an enhanced level of service and care for the stairlift.
If you purchase a stairlift that is enabled with the Stairsafe Equipment, you will have the opportunity to activate the Stairsafe Equipment and subscribe to Stairsafe. Your Stairsafe subscription shall be free of charge for an initial period of 12 months, and thereafter shall be subject to payment of a monthly fee at the rate that we set.

The Stairsafe Equipment itself shall remain the sole and absolute property of Acorn as legal and beneficial owner. You must not damage, destroy, reverse engineer or otherwise interfere with it unless we ask you to (for example, if we are remotely helping you to fix a problem). If the Stairsafe Equipment is damaged or lost, other than through reasonable wear and tear, Acorn reserves the right to require you to pay to fix or replace it.

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:

