



HANDICARE ACCESSIBILITY LIMITED

**BATHING PRODUCTS
TERMS & CONDITIONS OF SALE**

Terms and Conditions of Sale of Bathing Products



1. These Terms

These are the terms and conditions on which we will contract with you and supply the product to you. Please read these terms carefully before you enter into a contract with us.

2. Who we are and how to contact us

We are Handicare Accessibility Limited a company registered in England and Wales. Our company registration number is 04109393 and our registered office is at 82 First Avenue, Pensnett Estate, Kingswinford, West Midlands DY6 7FJ. Our VAT number is GB849757559.

- Our trading and postal address is Handicare Accessibility Limited, Unit 8, Gordon Mills, Netherfield Road, Guiseley, LS20 9PD.
- Our telephone number is 0800 251 1319
- Our customer services email address is bathing-priority@handicare.com

3. Your general obligations

We do expect you to provide to us access to your premises and any information reasonably required by us in connection with our supply of products to you.

4. Deposit

- (a) You must pay a deposit of 75% of the total price, which is payable in two instalments.
- (b) The first instalment of the deposit is 25% of the overall sales value, which is payable to us at the point of order which is when the contract is formed.
- (c) The second instalment of the deposit (being the balance to make up the 75% of the total price) is payable following the technical site survey and subsequent agreement to proceed with the installation.

5. Technical Site Survey and Order Confirmation

Your order and the bathing solution / product price is subject to a further, more detailed survey - the technical site survey. In the rare instance that the technical site survey finds unforeseen complications or requires differences in specification then we will discuss the implications of these with you including as to the overall price before seeking agreement to progress the order.

If you are not satisfied with any changes that we are proposing to your order at this stage, as a result of the technical site survey, then you are entitled to cancel your order and obtain a full refund. To exercise this right to cancel please notify us in writing.

6. Cancellation

- (a) Please refer to our Cancellation Terms & Conditions document which contains important information as regards the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the 2013 Regulations) and related cancellation terms and conditions. Our Terms & Conditions Applying to Cancellation document sets out:
 - (i) when the right to cancel under the 2013 Regulations applies;
 - (ii) the implications of your exercising the right to cancel when it applies;
 - (iii) the terms and conditions that apply to the cancellation of contracts.

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- (b) You may also have a right to cancel the contract pursuant to clause 5 above in circumstances where you are not satisfied with any changes that we are proposing to your order as a result of the technical site survey.

7. Putting your order on hold

- (a) You can put your order on hold for up to six months from the date of your order provided that we have not started to install the product for you.
- (b) If after you place an order on hold seven months pass from the date of the order and we have still been unable to install the product(s) (for reasons not attributable to our breaking the terms of our contract) then we reserve the right to terminate the contract. For example this might apply where despite our reasonable efforts we are unable to contact you, or you do not cooperate as regards providing information, agreeing a date for installation or allowing installation to commence. In these circumstances where we terminate the contract will we deduct from any refund that we provide any costs for services, work and materials that we have incurred in relation to your order as at the time we end the contract.
- (c) If you wish to put your order on hold then please telephone our customer services team and then please confirm you request in writing. Our telephone number and address are set out in paragraph 21.

8. Product Ownership

We retain ownership of all bathing products and accessories until all monies have been paid to us.

9. Buyback

We will not buy back any bathing products or accessories which we have sold to you.

10. Supply and installation

- (a) When we make arrangements for installation we are as careful as possible to inform you of accurate dates but we are not always in a position to guarantee those dates.
- (b) We will only install the bathing products at a time arranged with you.
- (c) If you do not provide us with information that we reasonably require or allow us to access your property to perform the installation services as arranged (and you do not have a good reason for this) then we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable get the required information to contact you or re-arrange access to your property we may end (terminate) the contract.
- (d) We may have to delay the supply of a product to you to:
 - (i) deal with technical problems or make minor technical changes;
 - (ii) update the product to reflect changes in relevant laws and regulatory requirements; and/or
 - (iii) make changes to the product as agreed by you and us.We will contact you in advance to tell you that there is a delay as regards the supply of the product.
- (e) If our supply is delayed by an event outside our control we will contact you as soon as possible to let you know and do what we reasonably can to reduce the delay. As long as we do this,

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we will not compensate you for the delay.

11. Additional Work

- (a) Upon commencing installation work at your premises we may discover the need for additional work that was not obvious previously, even to our technical site survey team. For example the need for additional work may arise from our subsequently finding asbestos or our coming across floorboards, joists, drains or pipes that are damaged or otherwise defective.
- (b) Where any additional work is required we will inform you what is required and whether our installers have the capability and skills to undertake the work in question. In cases where our installers are able to undertake the work in question then we will inform you of the additional costs which you are responsible for paying.
- (c) In cases where, due to the nature of the additional work, our installers are not able to undertake the work in question then we will inform you of this. In these cases it will be your responsibility to appoint and pay for a suitably qualified contractor to undertake the additional work on your behalf. It is important that any contractor you appoint is suitably qualified to undertake the additional work on your behalf and that they comply with any reasonable standards that we specify as well as any requirements prescribed by law.
- (d) Where additional work is required then this may cause the planned or proposed installation date to be delayed.
- (e) If any additional work, which you are responsible for arranging, is not carried out within a reasonable time or to the required standards and requirements then we may not be able to properly install the ordered products and this being the case we reserve the right to terminate (end) the agreement.

12. Asbestos

If during installation we discover or suspect that the work would disturb asbestos then we will suspend the work and explain the position to you. Should this situation arise it will be your responsibility to appoint and pay for a specialist contractor to remove the asbestos on your behalf. We will not recommence installation until we are satisfied that the asbestos has been properly removed.

13. Payment of the Balance

Payment of the balance will be due on completion of the installation. If you have paid the deposit by debit or credit card, then the balance will automatically be taken by us from the same card upon the completion of the installation unless otherwise agreed.

14. Value Added Tax

Where applicable VAT will be charged. If you are entitled to VAT relief, we will ask you to make the applicable declaration with your Order Form. If you are not entitled to VAT relief, or you do not fill in a VAT exemption form, then we will charge VAT in addition 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.

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15. Product Warranty

- (a) When you purchase a bathing product / solution from us then you get the benefit of a limited warranty. Please read this clause 15 carefully as it sets out details of the products and installation services covered, the various warranty periods, the warranty related terms and conditions and how to make a warranty claim.
- (b) Our warranty does not affect and is provided in addition to your legal rights.
- (c) Our warranty applies to the physical goods and associated installation work that you have purchased from us, Handicare. Our warranty is effective from the date of installation completion.
- (d) During the applicable warranty period (as set out below) we will repair or replace, at no charge, products (or applicable parts of the product) that prove defective because of improper manufacture, installation or workmanship, under normal use and maintenance conditions.
- (e) The warranty period for the physical goods purchased from Handicare are as follows:
- All shower trays – Lifetime (not including waste, pipework and/or sealant)
 - All screens and handles – Lifetime (please note that screens are not waterproof, they are there to stop the direction of water flow)
 - All Walk-in baths – Lifetime (not including taps, waste, pipework, doors, door handles and/or sealant)
 - Wallboards – Lifetime (not including trims or sealant)
 - Click flooring – 10 years
 - Altro flooring – 10 years
 - Electrical Towel warmer – 5 years (2 year element)
 - All electrical products unless otherwise stated by the manufacturer – 12 months
- (f) The warranty period for our installation work and/or workmanship is as follows:
- All installation work (including, but not limited to electrical, plumbing, flooring & silicone work) – 12 months.
- (g) Any bathing products the subject of a warranty claim may be repaired or replaced at our discretion.
- (h) We will not accept any liability under our warranty unless the person seeking to rely on it is the original purchaser or can produce a letter or chain of letters from the original purchaser and subsequent purchasers (where appropriate) transferring the benefit of the warranty to the new owner of the property in question. We would be happy to supply a suggested specimen letter.
- (i) The warranty does not cover general wear and tear, damage or defects caused by accident, abuse or misuse or error on your part, or your failure to properly follow instructions, including as regards maintenance and cleaning, that have been supplied to you at or prior to the completion of installation.
- (j) Warranty supplied by Handicare does not cover any existing or customer supplied products that are installed by Handicare, and that we cannot be liable for any future defects or faults these products may develop.

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- (k) If you request a call out and it becomes apparent that the reason for the visit is not covered under the terms of our warranty then you, the customer, will be responsible for paying our call out charges and labour costs. The cost of any necessary parts will also be charged to you in addition to our call out charge and labour costs. Our call out charges and labour costs are detailed as follows:
- Call out charge (during normal business hours Monday to Friday, 9am to 5pm) including first hour of labour is £150 plus vat. The charge for subsequent labour time is £40 per hour plus vat.
 - Call out charge when outside of normal business hours, including first hour of labour is £290 plus vat. The charge for subsequent labour time is £80 per hour plus vat.
- (l) For bathing service and support call: 0800 251 1319 or email: bathing-priority@handicare.com

16. Complaints

- (a) If you wish to make a complaint then please contact our customer services team. Our contact details are set out in paragraph 21. In all cases we will endeavour to resolve complaints in a speedy, responsive and user friendly manner and typically within one month of receiving your complaint and the related details.
- (b) We are a member of BiKBBi (the British Institute of Kitchen, Bedroom & Bathroom Installation). Should we fail to resolve a complaint to your satisfaction then you have the right to contact BiKBBi and make a complaint. BiKBBi takes complaints against its members seriously and investigate all complaints. Complaints can be lodged via the BiKBBi contact website www.bikbbi.org.uk/disputes/.
- (c) We are also a member of British Healthcare Trades Association (BHTA). Should we fail to resolve a complaint to your satisfaction then you also have the right to contact the Code Administrator of BHTA. The BHTA contact details are available on their website which is www.bhta.com.
- (d) We have undertaken to comply with the BHTA Code of Practice for the Healthcare & Assistive Technology Products and Services Industry and a copy of the Copy of Practice can be found on the BHTA's website. If you decide to notify the BHTA of your complaint then the BHTA will gather the facts and then advise both you and us as to its conclusions. If you are not happy with the BHTA conclusions you would then have the option of your complaint being referred to an independent arbiter. The decision of the independent arbiter would essentially be binding on both of us. Alternatively instead of following the BHTA complaints process or seeking a binding arbitration you do have the right to pursue an independent court action.

17. Your legal rights as a consumer

- (a) These terms and conditions do not affect your legal rights. We are under a legal duty to supply goods and services that are in conformity with the contract and consumer law. The Consumer Rights Act 2015 and other legislation gives consumers important legal rights and remedies if they do not receive what they have contracted for.
- (b) For more detailed information as to your rights as a consumer please visit the Citizens Advice website www.citizensadvice.org.uk or call them on 03454 04 05 06 or you can contact your local trading standards office.

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18. Our rights to end the contract:

- (a) We may end the contract if you break the terms of the contract. By way of example we may end the contract by writing to you if one or more of the following occur:
- you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;
 - you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
 - you do not, within a reasonable time, allow us access to your premises to supply and install the product;
- (b) If we end the contract as a result of you breaking the terms of the contract then we reserve the right to claim reasonable compensation from you for the losses and costs we have incurred as a result and to make deductions from sums you have paid to us accordingly.

19. Which laws and courts apply

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.

20. Personal data

How we use any personal data you give us is set out in our Privacy Notice which can be accessed from our website: handicare-stairlifts.co.uk/privacy-policy/.

21. Customer care policy

(a) Our promise to you

We are committed to promoting a wide range of services in relation to our products and ensure that our staff are responsible for delivering an efficient, caring and professional service at all times.

We will ensure that you are dealt with quickly, fairly and always in a courteous and helpful manner.

If you feel that we have not met the standards set out in this policy please let us know and this will be passed to the relevant manager for action.

(b) Making the policy a success

This policy sets out our commitment to our customers. In order for us to improve our services customer feedback is of vital importance. If you have any feedback then please contact us.

(c) How to contact us

- Our trading and postal address is Customer Services, Handicare Accessibility Limited, Unit 8, Gordon Mills, Netherfield Road, Guiseley, LS20 9PD.
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(d) After sale assistance and services

Our contact telephone number is 0800 251 1319. Our email address is bathing-priority@handicare.com.

(e) Our customer care standards

Contact by telephone

We aim to answer the telephone as quickly as possible during normal working hours. Please note that it depends on the volume of calls that we receive during a working day as to how quickly we can respond to you.

Contact by post

We aim to respond to standard written enquiries within five working days of receipt and will always resolve the issues raised if at all possible. If the issue is more complicated and likely to take longer to resolve, we will endeavour to give you an accurate indication of how long it will take.

Contact by email

We aim to respond to emails sent to our general email account within one working day of receipt and will always resolve the issues raised if at all possible. If the issue is more complicated and likely to take longer to resolve, we will endeavour to give you an accurate indication of how long it will take.