

**KENT MOBILITY LIMITED (“the Company”)  
TERMS AND CONDITIONS OF SALE**

The following terms and conditions (“the Conditions”) shall apply to all sales of Goods or the provision of Services undertaken by the Company.

I. In these Conditions:

“Customer” means the person who accepts the quotation of the Company for the sale of the Goods or the provision of Services, or whose order is accepted by the Company

“Goods” means the goods (including any instalment of the Goods or any parts for them) which the Company is to supply in accordance with these Conditions

“Services” means the services or work agreed to be undertaken by the Company for the Customer

2.1 No variation to these Conditions shall be binding unless agreed in writing by the Company.

2.2 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving the Company any necessary information relation to the Goods or Services within a sufficient time to enable the Company to perform the contract in accordance with its terms.

2.3 If the Goods are to be manufactured, or any process is to be applied to the Goods by the Company in accordance with a specification submitted by the Customer, the Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any intellectual property rights of any other person which results from the Company’s use of the Customer’s specification.

3. The Customer will upon request be furnished with a written estimate of the cost of the Services and/or Goods before the Goods are ordered or the Services commenced. The value of such estimate is correct at the time of dispatch, but the Company reserves the right to increase the price of the Goods and/or the Services to reflect any increase in the cost to the Company which is due to any factor beyond its reasonable control. All estimates/quotations are valid for 30 days only or until earlier acceptance by the Customer after which they may be altered by the Company without giving notice to the Customer. In respect of providing Services, the Company reserves the right to seek further acceptance from the Customer where additional repairs may be required which were not apparent at the time of providing the estimate.

4. The cost of the Goods and/or the Services is subject to VAT at the current rate unless the Customer is able to complete a VAT exemption form at the time of the relevant sale or Service, both having a disability which falls within the VAT regulations, and having purchased a product or Service which may be considered VAT exempt. Individual (annex A) and charity forms (annex B) will be supplied by the Company upon request.

5.1 Acceptance of a written estimate must be accompanied by the appropriate deposit where such payment has been asked for by the Company. The product will not be ordered or repair or service work commenced until the deposit has been received, where this has been made a prerequisite.

5.2 With regard to equipment which has been built, adapted, or tailor made to an individual customer’s specification, an appropriate deposit requested by the Company will be deemed non-refundable. The directors of the Company may exercise their discretion in this matter where there had been a dramatic change in the circumstances of the end user since placing the order. In all these matters, their decision will be final.

6. Any outstanding payment for the Goods and/or the Services must be settled on delivery or within seven days for private customers and thirty days for account customers. Where discount has been given, the Company reserves the right to reclaim this discount should the aforementioned terms be exceeded.

7. The time for payment of any outstanding sums due to the Company shall be of the essence. If the Customer fails to make any payment on the due date, then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the contract or suspend provision of the Services to the Customer and charge the Customer interest on the amount unpaid at the rate of 4% per annum above Barclays Bank Plc base rate from time to time, until payment is made in full.

8. Any dates quoted for delivery of the Goods or performance of the Services are approximate only and time for delivery of the Goods or performance of the Service shall not be of the essence of the contract unless previously agreed by the Company in writing. Further, the Company shall not be liable to the Customer or deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Company’s obligations in relation to the Goods and/or the Services if the delay or failure was due to any cause beyond the Company’s reasonable control.

9. Risk of damage to or loss of the Goods shall pass to the Customer on delivery, but notwithstanding delivery and the passing of risk in the Goods, the property in the Goods shall not pass to the Customer until the Company has received payment in full in cleared funds. Until such time as property in the Goods passes to the Customer, the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

10. Upon receipt of Goods by the Customer or the return of equipment which has been repaired in providing the Services, the Customer may be asked to sign to acknowledge receipt of the Goods and to accept that upon a brief examination of the equipment and/or Goods, the same appear to be satisfactory. Any queries which the Customer has should be raised at the time of delivery.

11. Where the Customer has any valid claim in respect of any of the Goods or the performance of the Services, the Company shall be entitled to replace the Goods (or the part in question)/remedy the defect free of charge or, at the Company’s sole discretion refund to the Customer the price of the Goods and/or the Services (or a proportionate part of the price of the same) but the Company shall have no further liability to the Customer. In particular the Company shall have no liability for any consequential loss or damage suffered by the Customer or any third party (save for death or personal injury caused by the Company’s negligence).

12. Standard stock items can only be returned by the Customer to the Company for refund provided they are in their original condition at the point of sale and show no sign of use. Items which may be deemed of a personal nature, including, but without limitation, hoist slings, commodes, and soft furnishings will not be accepted for refund to avoid the spread of infection, unless they are returned with original packaging seals unbroken or it is apparent to the Company’s staff that the equipment has never been used. The Company shall have an absolute discretion in this respect.

13. Goods returned may be subject to a handling charge of 10% at the discretion of the management of the Company.

14. The Customer must accept delivery and pay in full for all products which have been specially built, designed, modified or manufactured to the Customer’s requirements. Special builds include, but without limitation, those where the Customer has stipulated the paint colour, seat width, body insert, backrest and height etc. Such products are non returnable for refund. This Condition does not prevent the Customer from exercising his rights under the manufacturer’s warranty or any legal rights of redress.

15. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

16. These Conditions and any contract with the Customer shall be governed by the laws of England.