

Kent Mobility Limited

Terms and conditions of business for the supply of consumer Products and Services

Our Terms

1. These Terms

- 1.1. These are the terms and conditions together with our privacy policy (“Terms”) listed on our website at www.kentmobility.co.uk (“Website”). These Terms will form the basis upon which we will sell any products (“Products”) listed on our Website or supply any Services (as defined below) to you. These Terms tell you who we are, how we will provide any Products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms please contact us.
- 1.2. Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that before placing an order you will be asked to agree to these Terms.
- 1.3. If you refuse to accept these Terms, you will not be able to order any Products from our Website.
- 1.4. You should print a copy of these Terms or save them to your computer for future reference.
- 1.5. We amend these Terms occasionally as set out in clause 6. Every time you wish to order Products, please check these Terms to ensure you understand the Terms which will apply at that time. These Terms were most recently updated on 1 January 2017.
- 1.6. **Definitions.** In these Conditions, the following definitions apply:
- 1.7. **Bespoke Product:** means any Product which shall be built especially for you and for which we will require the return from you of the signed and dated Product & Services Estimate together with a 50% advance deposit payment.
- 1.8. **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.9. **Cancellation Notice Form:** the form submitted with the Product & Services Estimate.
- 1.10. **Contract:** the contract between you and us for the supply of Products and/or Services in accordance with these Terms.

- 1.11. Order: your order for the supply of Products and/or Services, as set out in the Product & Services Estimate OR your purchase of any Products as set out in clause 3.1.
- 1.12. Products: the Products (or any part of them) set out in the Order.
- 1.13. Product & Services Estimate: the description or specification for the Services provided in writing by us to you for an Order for a Bespoke Product and/ or Services.
- 1.14. Services: the Services supplied by us to you as set out in the Product & Services Specification.

2. Information about us and how to contact us

- 2.1. **Who we are.** We are Kent Mobility Limited, a company registered in England and Wales. Our company registration number is 02541761 and our registered office is at 79 Tonbridge Road, Hildenborough, Kent TN11 9BH. Our registered VAT number is 583 5180 27.
- 2.2. **How to contact us.** You can contact us by telephoning our customer services team at 01732 770251 or by writing to us at info@kentmobility.co.uk. Alternatively please go to our contact page on our Website to send us an email.
- 2.3. **How we may contact you.** 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 your Order.
- 2.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these Terms, this includes emails.

3. Our contract with you

- 3.1. **How we will accept your Order.** Our acceptance of your Order for Products purchased directly by you at our retail outlet shall take place at the point of sale on the day Products are purchased. Our acceptance of a Bespoke Product order will take place when we receive the signed and dated Product & Services Estimate from you together with a 50% advanced deposit payment. All other Orders placed by you in writing or by telephone shall be accepted upon confirmation of payment to us. A contract will come into existence between you and us when an Order is accepted ("Contract").
- 3.2. **If we cannot accept your Order.** If we are unable to accept your order, we will inform you of this. This might be because the Product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Product or because we are unable to meet a delivery deadline you have specified.

3.3. Your order reference number. We will assign a reference number to your Order and tell you what it is when we accept your Order. It will help us if you can tell us the reference number whenever you contact us about your Order.

3.4. We only sell to the UK. Our brochure and marketing material is solely for the promotion of our Products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. Our Products

4.1. Products may vary slightly from their pictures. The images of the Products in our brochure and on our Website are for illustrative purposes only. Although we have made every effort to ensure the Products are accurately represented there may be minor variations and your Product may vary slightly from those images.

4.2. Making sure your Order is accurate. If we are making the Product to your specification you are responsible for ensuring that these bespoke alterations are correct and fit for your specific purpose.

5. Your rights to make changes

If you wish to make a change to the Products you have ordered please contact us within 14 days of placing the Order or from submitting the signed and dated Product and Services Estimate form and we will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the Contract (see clause 8, your rights to end the Contract).

6. Our rights to make changes

6.1. Minor changes to the Products. We may change the Product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, which will not affect your use of the Product.

6.2. More significant changes to the Products and these Terms. In addition, as we informed you in the description of the Product in our brochure and on our Website, we may make changes to these Terms or the Products, but if we do so we will notify you and you may then contact us to end the Contract.

7. Providing the Products

- 7.1. **Delivery costs.** The costs of delivery (if any), will be as notified to you before you place your Order.
- 7.2. **When we will provide the Products and Services.** During the Order process we will let you know when we will provide the Products to you.
- (a) **If the Products are goods.** If the Products are goods (save for items sold in our retail outlet) we will deliver them to you as soon as reasonably possible and in any event on the estimated delivery date agreed between us.
 - (b) **If the Products are one-off Services.** We will begin the Services on the date set out in the Order **OR** on the date we accept your order **OR** on the date agreed with you during the order process. The estimated completion date for the Services is as told to you during the order process.
- 7.3. **We are not responsible for delays outside our control.** If our supply of the Products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.
- 7.4. **Collection by you.** If you have asked to collect the Products from our premises, you can collect them from us by contacting us in advance and arranging collection at any time during our working hours of 9.30am – 5pm on weekdays (excluding public holidays).
- 7.5. **If you are not at home when the Products are delivered.** If no one is available at your address to take delivery we will leave you a note informing you of how to rearrange delivery.
- 7.6. **If you do not re-arrange delivery.** If you do not collect the Products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from us we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the Contract and clause 10.2 will apply.
- 7.7. **When you become responsible for the Products.** Products will be your responsibility from the time we deliver the Product to the address you gave us or if you or a carrier organised by you collect it from us.
- 7.8. **When you own Products.** You will own the Products once we have received payment in full.
- 7.9. **What will happen if you do not give required information to us.** We may need certain information from you so that we can build and supply the Products to you, (for example, the use of thoracic brackets being essential or not). If so, this will have been stated in the description of the Products in the Products & Services Estimate

form sent to you before you placed your Order. We will contact you to ask for any outstanding information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.10. Reasons we may suspend the supply of Products to you. We may have to suspend the supply of a Product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the Products to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the Products as requested by you or notified by us to you (see clause 6).

8. Your rights to end the Contract

8.1. You can always end your Contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the Contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the Contract** (or to get the Product repaired or replaced or have Services re-performed or to get some or all of your money back), see clause 11;
- (b) **If you want to end the Contract because of something we have done or have told you we are going to do**, (see clause 8.2);
- (c) **If you have just changed your mind about the Product**, (see clause 8.3). You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any Products;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind)**, see clause 8.6.

8.2. Ending the Contract because of something we have done or are going to do. If you are ending a Contract for a reason set out at (a) to (e) below the Contract will end immediately and we will refund you in full for any Products which have not been provided. The reasons you may end the Contract between us are:

- (a) we have told you about an upcoming change to the Products or these Terms which you do not agree to (see clause 6.2);

- (b) we have told you about an error in the price or description of the Products you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the Products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the Products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 60 days; or
- (e) you have a legal right to end the Contract because of something we have done wrong and the cause of the fault lies with us.

8.3. Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most Products bought off-premises you have a legal right to change your mind within 14 days of entering into a Contract and are entitled to receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these Terms.

8.4. Please note you don't have the right to change your mind in all circumstances. You do not have a right to change your mind in respect of:

- (a) Products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them or which have had their hygiene seals tampered with, or have been used (unless defective) to include (cushions, slings, bath products and toilet products); and
- (b) Services, once these have been completed, even if the cancellation period is still running; and
- (c) save for defect in manufacture or breach of warranty you shall not be entitled to a refund on any Bespoke Product or special item Products purchased by advanced Order; and
- (d) any other Products that are listed in paragraph 28 of Part 3 of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

8.5. How long do I have to change my mind? How long you have depends on what you have ordered and how it is delivered.

- (a) **Have you bought an item from our retail outlet?** Save for items excluded from our returns policy due to hygiene and cross contamination risk, Products purchased from our retail outlet may be returned within 7 days (to include the day of purchase), subject to the Products being returned in a saleable condition, in the original packaging with a valid receipt or proof of purchase.
- (b) **Have you bought Services (for example, from the Services centre to fix your mobility scooter).** Please note, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the

Services provided up until the time you tell us that you have changed your mind.

- (c) **Have you bought Products (save for Products sealed for health protection or hygiene purposes)**, if so you have 7 days after the day you (or someone you nominate) receives the Products.

8.6. Ending the Contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the Contract before it is completed, but you may have to pay us compensation. A Contract for Products is completed when the Product is delivered or paid for. A Contract for Services is completed when we have finished providing the Services and you have paid for them. If you want to end a Contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The Contract will end immediately and we will refund any sums paid by you for Products not provided but we may deduct from that refund or, if you have not made an advance payment, charge you reasonable compensation for the net costs we will incur as a result of your ending the Contract.

9. How to end the Contract with us (including if you have changed your mind)

9.1. Tell us you want to end the Contract. To end the Contract with us, please let us know by doing one of the following:

- (a) **Telephone.** Call customer services on 01732 770251 or email us at info@kentmobility.co.uk. Please provide your name, home address, details of the Order and, where available, your phone number and email address.

- (b) **By post.** Fill in the Notice of Cancellation Form and post it to us at the address on the form. Or simply write to us at Head Office & Services Centre, Unit 1, Bridge Farm, Upper Haysden Lane, Tonbridge, Kent TN11 8AA, including details of what you bought, when you ordered or received it and your name and address. **PLEASE NOTE THAT AN ORDER FOR BESPOKE PRODUCTS MAY NOT BE CANCELLED AFTER THE 14 DAY CANCELLATION PERIOD HAS ELAPSED FROM THE RECEIPT OF YOUR COMPLETED PRODUCT & SERVICES ESTIMATE FORM.**

9.2. Returning Products after ending the Contract. If you end the Contract for any reason after Products have been dispatched to you or you have received them, you must return them to us. You must either return the Products in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01732 770251 or email us at info@kentmobility.co.uk to arrange collection. If you are exercising your right to change your mind you must send the Products back to us within 14 days of telling us you wish to end the Contract.

9.3. What we charge for collection. You are responsible for the costs of returning Products to us and if you require us to collect the Product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our up to date charges for standard delivery, at the applicable rate dependant upon geographical location.

9.4. How we will refund you. We will refund you the price you paid for the Products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.5. Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

(a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Products, if this has been caused by your handling them in a way which mean they are no longer in a saleable condition. If we refund you the price paid before we are able to inspect the Products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

(b) Where the Product is a Service, we may deduct from any refund an amount for the supply of the Services for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.

9.6. When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

(a) If the Products are goods we shall endeavour to pay your refund within 14 days from the day on which we receive the Product back from you.

(b) In all other cases, subject to this clause 9 where applicable, your refund will be made within 14 days of your telling us you have changed your mind.

10. Our rights to end the Contract

10.1. We may end the Contract if you break it. We may end the Contract for a Product at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 10 days of us reminding you that payment is due;

(b) 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, (for example, specific information relating to the supply and fit for a new power chair); or

(c) you do not, within a reasonable time, allow us to deliver the Products to you or collect them from us.

10.2. You must compensate us if you break the Contract. If we end the Contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for Products we have not provided but we may deduct a reasonable charge as compensation for the net costs we will incur as a result of your breaking the Contract.

11. If there is a problem with the Products

11.1. How to tell us about problems. If you have any questions or complaints about the Product, please contact us. You can telephone our customer services team at 01732 770251 or write to us at info@kentmobility.co.uk. Alternatively, please speak to one of our staff at our retail outlet.

12. Quality and fitness for purpose

12.1. We warrant that, for a period of 12 months from the date of purchase of any Products from our retail outlet or of delivery or collection of any ordered Products or Bespoke Products (“**Warranty period**”), the Products shall:

- (a) conform in all material respects with their description and/ or any description on the applicable Product & Services Estimate Form;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Products Act 1979); and
- (d) be fit for its stated purpose.

12.2. Subject to clause 12.3, if:

- (a) You give us notice in writing promptly that the Products do not comply with the warranty set out in clause 12.1;
- (b) We shall, at its option, repair or replace the defective Products, or refund the price of the defective Products in full subject to these Terms.

12.3. We shall not be liable for the Products' failure to comply with the warranty in clause 12.1 if:

- (a) You make any further use of such Products after giving a notice of the defects to us in accordance with clause 12.2;
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Products;
- (c) you alter or repair such Products yourself;
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
- (e) in the case of mobility vehicles/ wheelchairs the warranty does not cover tyres, inner tubes, punctures, belts, bulbs, upholstery, motor accidents,

brushes, fuses or batteries of any other item that may need replacing due to normal wear and tear;

- (f) the Products differ from their description **OR** the Product & Services Estimate form as a result of changes made to ensure they comply with applicable statutory or regulatory standards;
- (g) you are out of the Warranty Period.

12.4. Except as provided in this clause 12 we shall have no liability to you in respect of the Products' failure to comply with the warranty set out in clause 12.1.

12.5. These Terms shall apply to any repaired or replacement Products supplied by us under clause 12.2.

13. Price and payment

13.1. Where to find the price for the Product. The price of the Product (which includes VAT) will be the price indicated either in our brochure, or our most recent price list, as provided to you, or on the Product & Services Estimate provided to you. We take all reasonable care to ensure that the price of the Product advised to you is correct.

13.2. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the Product, we will adjust the rate of VAT that you pay, unless you have already paid for the Product in full before the change in the rate of VAT takes effect.

13.3. When you must pay and how you must pay. We accept payment with all major credit and debit cards save for AMEX. When you must pay depends on what Product you are buying:

- (a) For **Products**, you must pay for the Products before we dispatch them. We will not charge your credit or debit card until we dispatch the Products to you.
- (b) For **Services**, you must make an advance payment of the price of the Services, before we start providing them. A balance payments must be paid before delivery.

14. Our responsibility for loss or damage suffered by you

14.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

14.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Products and for defective Products under the Consumer Protection Act 1987.

14.3. We are not liable for business losses. We only supply the Products for domestic and private use. If you use the Products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.4. We do not in any way exclude or limit our liability for:-

- (a) Death or personal injury caused by our negligence;
- (b) Fraud or fraudulent misrepresentation;
- (c) Any breach of the terms implied by section 12 of the Sale of Products Act 1979 (title and quiet possession);
- (d) Any breach of the Terms implied by section 13 to 15 of the Sale of Products Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) Defective Products under the Consumer Protection Act 1987.

15. How we may use your personal information

15.1. How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply the Products to you;
- (b) to process your payment for the Products ; and
- (c) if you agreed to this during the order process, to give you information about similar Products that we provide, but you may stop receiving this at any time by contacting us.

16. Other important terms

16.1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.

16.2. You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

16.3. Nobody else has any rights under this Contract. The Contract is between you and us. No other person shall have any rights to enforce any of its Terms. Neither of us

will need to get the agreement of any other person in order to end the Contract or make any changes to these Terms.

- 16.4. If a court finds part of this Contract illegal, the rest will continue in force.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.5. Even if we delay in enforcing this Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Products, we can still require you to make the payment at a later date.
- 16.6. Which laws apply to this Contract and where you may bring legal proceedings.** These Terms are governed by English law and you can bring legal proceedings in respect of the Products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Products in either the Northern Irish or the English courts.