

Online & Distance Sales Terms and Conditions/Returns Policy:

Online Sales Terms and Conditions: 14 Days Cancellation Period.

In addition to our standard terms and conditions, the following applies to any online purchases made. The following terms and conditions supplement our general terms and conditions and both apply depending on scenario and type of sale.

NOTE: Certain items are not subject to return once used, this could be for hygiene reasons in the case of seated equipment such as and not limited to bath lifts and commodes. You will be notified at the time of purchase should this be the case.

Delivery and your responsibilities:

Items must be inspected by the consumer upon delivery, any damage **MUST** be reported to us in writing **within 7 days**.

Right To Cancel:

As laid out by The Consumer Contracts Act PART 3 **Regulation 29:**

(1) The consumer may cancel a distance or off-premises contract at any time in the cancellation period without giving any reason, and without incurring any liability except under these provisions—

(a) regulation 34(3) (where enhanced delivery chosen by consumer); Ability Assist will only cover standard delivery charges, any express delivery options that may be available will not be refunded as part of your right to return.

(b) regulation 34(9) (where value of goods diminished by consumer handling); **NOTE: The 14 days right to return is not a 14-day trial or product demo.** The item(s) should receive minimal handling by yourself, such as that of an item being viewed within a store, items should be in 'New' condition. Excessive handling of products resulting in and not limited to wear and tear, damage, contamination and general hygiene concerns can result in deductions in your refund up to 100% and refusal of such a return resulting in a 'Total Loss'. Total Loss can occur when items have been damaged beyond economical repair, undergone DIY repairs or unauthorised repairs by a third party (companies trained included unless authorised by ourselves to carry out work on our behalf), goods contaminated, soiled or excessively dirtied or worn can be considered a 'Total Loss'.

(c) regulation 35(5) (where goods returned by consumer);

35(5) *The consumer must bear the direct cost of returning goods under paragraph (2), unless—*

(a) the trader has agreed to bear those costs, or

(b) the trader failed to provide the consumer with the information about the consumer bearing those costs, required by paragraph (m) of Schedule 2, in accordance with Part 2.

- Larger items, delivered directly by us, on request of a return, we will arrange to collect in person within 14 days OR at an agreed time convenient you the consumer.

- Smaller items that have been posted to you the consumer, you the consumer are responsible for appropriate return and costs incurred to do so. Returns are to be sent to the following address: Ability Assist, 31 Cae Bach, Llangeinor, Bridgend, CF32 8PU. You may contact us on 01873 818900 / 01656 470082 and at info@abilityassist.co.uk

More information within our returns policy below....

(d) regulation 36(4) (where consumer requests early supply of service).

36(4) *Where the service is supplied in response to a request in accordance with paragraph (1), the consumer must (subject to paragraph (6)) pay to the trader an amount—*

(a) for the supply of the service for the period for which it is supplied, ending with the time when the trader is informed of the consumer's decision to cancel the contract, in accordance with regulation 32(2), and

(b) which is in proportion to what has been supplied, in comparison with the full coverage of the contract.

(2) The cancellation period begins when the contract is entered into and ends in accordance with regulation 30 below. This period begins when you are physically in possession of your order from us.

(3) Paragraph (1) does not affect the consumer's right to withdraw an offer made by the consumer to enter into a distance or off-premises contract, at any time before the contract is entered into, without giving any reason and without incurring any liability.

Normal cancellation period

Regulation 30.—(1) The cancellation period ends as follows:

(2) If the contract is—

(a) a service contract, or

(b) a contract for the supply of digital content which is not supplied on a tangible medium, the cancellation period ends at the end of 14 days after the day on which the contract is entered into.

(3) If the contract is a sales contract and none of paragraphs (4) to (6) applies, the cancellation period ends at the end of 14 days after the day on which the goods come into the physical possession of—

(a) the consumer, or

(b) a person, other than the carrier, identified by the consumer to take possession of them.

(4) If the contract is a sales contract under which multiple goods are ordered by the consumer in one order but some are delivered on different days, the cancellation period ends at the end of 14 days after the day on which the last of the goods come into the physical possession of—

(a) the consumer, or

(b) a person, other than the carrier, identified by the consumer to take possession of them.

(5) If the contract is a sales contract under which goods consisting of multiple lots or pieces of something are delivered on different days, the cancellation period ends at the end of 14 days after the day on which the last of the lots or pieces come into the physical possession of—

(a) the consumer, or

(b) a person, other than the carrier, identified by the consumer to take possession of them.

(6) If the contract is a sales contract for regular delivery of goods during a defined period of more than one day, the cancellation period ends at the end of 14 days after the day on which the first of the goods come into the physical possession of—

(a) the consumer, or

(b) a person, other than the carrier, identified by the consumer to take possession of them.

Returns Policy

Return of goods in the event of cancellation

Regulation 35.—

(1) Where a sales contract is cancelled under regulation 29(1), it is the trader's responsibility to collect the goods if—

(a) the trader has offered to collect them, or

(b) in the case of an off-premises contract, the goods were delivered to the consumer's home when the contract was entered into and could not, by their nature, normally be returned by post.

Further Information:

- **Larger Items**, delivered directly by us, on request of a return, we will arrange to collect in person within 14 days OR at an agreed time convenient you the consumer.

- **Smaller Items** that have been posted to you the consumer, you the consumer are responsible for appropriate return and costs incurred to do so.

- **Returns Address**

Returns are to be sent to the following address: Ability Assist, 31 Cae Bach, Llangeinor, Bridgend, CF32 8PU. You may contact us on 01873 818900 / 01656 470082 and at info@abilityassist.co.uk

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(2) If it is not the trader's responsibility under paragraph (1) to collect the goods, the consumer must—
(a) send them back, or
(b) hand them over to the trader or to a person authorised by the trader to receive them.

(3) The address to which goods must be sent under paragraph (2)(a) is—
(a) any address specified by the trader for sending the goods back; **(Return Address Above)**

(4) The consumer must send off the goods under paragraph (2)(a), or hand them over under paragraph (2)(b), without undue delay and in any event not later than **14 days** after the day on which the consumer informs the trader as required by regulation 32(2).

(5) The consumer must bear the direct cost of returning goods under paragraph (2), unless—
(a) the trader has agreed to bear those costs, or
(b) the trader failed to provide the consumer with the information about the consumer bearing those costs, required by paragraph (m) of Schedule 2, in accordance with Part 2. **(Information above; Further Information)**

(6) N/A

(7) The consumer is not required to bear any other cost of returning goods under paragraph (2).

(8) The consumer is not required to bear any cost of collecting goods under paragraph (1) unless the consumer agreed to bear them.

Refund Process:

(1) Upon us receiving the returned product, a refund will take place within **14 Days** of us physically receiving the item. This will be pending;

(a) Inspection of the returned goods, as stated within the T&C's above (*Regulation 29, 1, b*) Items must be in 'new' condition, where minimal handling has taken place.

(b) Upon inspection, should damage or wear and tear be present, we reserve the right to deduct costs so to recover our losses. This can be up to 100% of the value of the product if findings amount to a 'total loss' or 'uneconomical repair'. This will be discussed with the consumer and in the event of total loss, goods returned to consumer, to which we Ability Assist will bear the postage/delivery costs for this return.

Ability Assist Ltd Reserves the right to change/amend/withdraw this policy and or any of its contents without prior notice.