

Ability Assist Terms and Conditions:

1: General Conditions:

- 1.0.1. Ability Assist have a legal responsibility to supply goods in conformity with the contract made with the customer.
- 1.0.2. Price estimates are made by Ability Assist which are subject to the conditions laid out within these terms and conditions.
- 1.0.3. Estimates made will be available for acceptance up to a maximum period of fourteen days from the date of the written estimate made but are subject to withdrawal by the company within that time by way of written or oral communication.

2: Delivery and installation of equipment:

- 2.0.1. Delivery of equipment can vary; we will always work around days and times that suit you when we are in receipt of your order.
- 2.0.2. Stairlifts; General delivery times vary but we will typically deliver and install a curved lift within 2 to 6 weeks. Straight lifts can be next day subject to type and stock. Tracking Hoist systems depend on the complexity of the said system on order but again subject to receipt of goods we will aim to install within the 6-week period from the time of order. Other such equipment we will advise the best we can and do all we can to accommodate your needs within reason.
- 2.0.3. Any alterations to the order a) May not be possible if the order is already in production b) If possible, will likely cause delay in the process as a whole.
- 2.0.4. Postponement of the delivery and installation of equipment, Ability Assist will seek to comply with any reasonable request however we are under no obligation to. Longer delays could see a charge imposed for storage of equipment or a request for the balance to be paid in full prior to the installation. This would only be enforced in extreme circumstances however where significant delays were imposed by the customer.
- 2.0.5. Customer must ensure adequate access for delivery and installation on the day our engineers attend and comply with our health and safety risk assessment which would have been carried out at the time of the quotation.
- 2.0.6. On completion of the installation, customer will receive a handover demonstration of the equipment installed where feasible and a demonstration/satisfaction form will be presented for customer signature.

3: Payments, Prices and VAT:

- 3.0.1. On placing an order with Ability Assist a Deposit of 50% may be required on agreement on larger product purchases, this fee is charged as we will begin to incur costs shortly after the order is sent off to the manufacturer for processing in instances such as the ordering of a stairlift.
- 3.0.2. On the day of delivery and installation of products where the 50% fee applies, the balance for the equipment must be paid in full, unless otherwise agreed (Example: In relation to finance IF this option is available at that time and for the product in question). Failure to pay the balance could result in the equipment being removed completely or immobilised until such time that the balance is paid in full.
- 3.0.3. VAT, Prices displayed are exclusive of VAT. Exemption is made for those with long term chronic conditions on certain goods. Our order form will have a further section about this. VAT, exemptions and conditions surrounding it are subject to change relevant to current laws and regulations. Ability Assist will be governed by the law and written or not changes will occur as and when they need to.
- 3.0.4. Ownership of installed equipment at a customer premises will only be passed to the customer when the final balance has been paid. 3.0.2. will apply should the final balance not be honoured on the day of installation as agreed.
- 3.0.5. It is agreed that any alterations requested by the consumer to specification, design or type of product ordered, if agreed by the company, alteration of the agreed price will be made appropriately and accordingly.

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4: Returns and Cancellations:

- 4.0.1. Distance Sales; Your consumer rights apply to blind sales which would be inclusive of phone, text, online, mail order or digital TV sales, a cooling off period of 14 days from time of purchase applies. **See Online/Distance Sales T&C's**
- 4.0.2. Home Visit/Demonstration Sales; The same consumer rights would apply as that of an in-store sale where a demonstration unit has been taken out to you as opposed to you seeing it in store, a face to face 'hands on' demo has been carried out of a product, sale agreed with delivery estimate of your product discussed.
- 4.0.3. In Store Sales; The consumer rights act will cover you for return of faulty goods within 30 days of your purchase, you will be offered a repair or replacement where possible and in line with our supplier's policies. For example, a riser recliner chair may present a fault with an electrical component, it would not be unreasonable for us to acquire a replacement part and repair on site at your premises in this instance rather than return the product as a whole.
- 4.0.4. In home quotations where a representative of the company has been to your home and left you with a written quotation, should you later agree to go ahead with the quotation, this contract will be binding and non-cancellable.
- 4.0.5. Given that we incur costs on preparation of a stairlift, hoist or general installation of other equipment, we require a deposit to be paid to cover such costs on order of your equipment. On Cancellation of a product, we will reserve the right to keep some or all of a deposit made for any costs we have incurred. We will ensure to keep these costs to a minimum and where possible waiver them within reason, this would likely be in the case of an 'off the shelf' stocked product where work has yet to begin.

5: Guarantee New Items:

- 5.0.1. Lifts, Hoists and fixed equipment will come with a manufacturer standard guarantee unless another extendable product is bought within the first year of purchase (where available) to extend it. These items as per our larger non fixed store items may be repaired or replaced like for like in line with manufacturer guidance.
- 5.0.2. There are terms which do not affect the statutory rights of the consumer, however, for the customer to receive the full benefits of the guarantee, the below conditions must be fully complied with; here and within section 4.0.3. Responsibility will not be accepted by Ability Assist or its authorised dealer/repairer/manufacturer should goods require a repair or replacement as a direct result of the following;
 - The equipment has not been maintained as specified by manufacturer's guidance.
 - DIY Repairs.
 - Neglect, Accidental damage or improper use of equipment.
 - Alterations made to equipment, equipment being altered from manufacturer's specifications or intended use.
 - Fair wear and tear of components.
- 5.0.3. Obligations; Procedures in relation to faults occurring within the warranty period:
 - The customer has an obligation to report any such fault with the equipment/product immediately, as and when the fault arises.
 - Only Ability Assist and authorised dealer/repairer/manufacturer may diagnose, replace parts or repair equipment.
 - Any such parts that are replaced during the guarantee period will be covered only for the remainder of such period unless otherwise stated.
 - Batteries will come with a six-month guarantee and all charging procedures must be adhered to as per manufacturer guidance found in supplied manuals/handbooks and explained by our trained engineers.
 - Consumables would not likely be covered by guarantee unless otherwise stated or have obvious signs of a manufacturing defect. Such items would include; Tyres, innertubes, lubricants, motor brushes, brakes, upholsteries, foot carpets/mats, grab handle grips amongst others not included here.
 - Arrangements for repairs will be made by Ability Assist or authorised dealer/repairer/manufacturer.

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5: Guarantee New Items Continued....

- 5.0.4. Callouts during warranty period; We at Ability Assist look to save our customers needlessly spending out on calls, this applies both during and after warranties expire. As such, where customer is able or has assistance, we do ask that they remain patient on the phone when they call in as we will run through some basic questions to establish fault over the phone. Quite often, fault can occur via user error and under warranty this will still amount to a chargeable fee. We will run through the basics to establish for example if the equipment has been turned off, if all conditions are met for travel. On exhausting this method, only then will we call out in person. Demands over the phone for us to call out in person, which later result in user error will be chargeable. Discretion may be used however for genuine mistakes or situations whereby the customer was unable to respond to requests or had no assistance.
- 5.0.5. Callout charges are dependent on the package; this typically applies to stairlifts and hoists where emergency calls can occur. Standard package customers will receive free callouts Monday to Friday 8:30am to 4:30pm, any calls outside of these hours are subject to an 'out of hours' callout charge. Gold package (where available) customers will receive free callouts during the 8:30am to 4:30pm and will include out of hours also.
- 5.0.6. Callout service, although we do try to ensure someone is available for this service 24/7, it is not a guaranteed service and is not to be treated as an emergency service. There will inevitably be instances where through sickness or otherwise, we may not have someone on standby but we will advise and arrange the visit for you as a priority and callout to you as soon as someone becomes available.
- 5.0.7. Equipment failure and alternative means; it is realistic to say that at some point, your machine may break down and be out of service whilst parts are ordered or a warranty item is investigated and replaced. In line with some manufacturers guidance, as the user reliant on your equipment, there should be a contingency plan in place by yourselves to ensure you can remain as comfortable as possible during such a period. This may extend to but not limited to; a bed being moved downstairs, a commode available where the toilet becomes inaccessible, contact numbers for emergency social care (child or adult social services) as these authorities can often help and provide you with support. Where feasible we can often offer help regarding additional equipment.

6: Complaints:

- 6.0.1. Should any of our services not meet your standards, please contact us directly on either 01873 818900 for Abergavenny or 01656 470082 for Bridgend. If resolution cannot be met over the phone, please forward a further complaint in writing to info@abilityassist.co.uk or our registered office address at 31 Cae Bach, Llangeinor, Bridgend, CF32 8PU.
- 6.0.2. If all of the above options in 5.0.1. have been exhausted then Citizens Advice Bureau or alike would be helpful in directing your complaint to the relevant Trading Standards department. Citizens Advice Bureau for England and Wales can be contacted on 0808 223 1133 for English or 0808 223 1144 for Welsh, Monday to Friday 9am until 5pm.

7: Force Majeure:

- 7.0.1 By an event considered to be beyond control of either parties, neither will be liable for any delay, damage or total loss on such events to inclusive of but not limited to; War, Industrial Action, Government Action, Natural Disaster, Terrorist Attack or Pandemic. The party seeking relief in such events must however show that the event was beyond their reasonable control and that they took reasonable steps to mitigate effects of such an event.

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8: Cold Calling, Soliciting Work and Advertising:

- 8.0.1. Ability Assist does not take part in cold calling or unsolicited telephone calls.
- 8.0.2. Advertising activities that may be undertaken at Ability assist include; website advertising, social media outlets, local paper adverts, radio advertising and non-targeted leaflet drops.
- 8.0.3. In all cases of advertisement, Ability Assist will not pursue work or solicit work from sources we are not authorised to, we will only engage in work whereby our customers have contacted us to do so. By agreeing to these terms and conditions you as the customer hereby agree that this statement is true.

9: Machine Directive and General Regulations:

- 9.0.1. All of our suppliers are in compliance and up to date with EU/UK regulations. All products supplied are completely safe to use in the manner they are intended.
- 9.0.2. Two-way communications; EN81-40 introduced some major safety changes to stairlifts, one such change was the optional 'two-way communication system', during the sale of a stairlift, our trained and experienced engineers will carry out a risk assessment and provide advice on this subject and along with you the customer, will determine whether the optional device will be a requirement for your given circumstances. The outcome of this conversation will be added to the sales notes or quotation sheet at the time of the visit.