

## TERMS AND CONDITIONS – KUDOS MOBILITY GROUP

### 1. DEFINITIONS

- 1.1 “Buyer” means the individual or organisation that buys or agrees to buy the goods or services from the seller.
- 1.2 “Seller” means Kudos Mobility Group Ltd, Pod Business Centre, Harris Way, Sunbury on Thames, Middlesex, TW16 7EL.
- 1.3 “Contract” means the contract, order form invoice or similar document between the Seller and the Buyer for the sale and purchase of Goods or services incorporating these Terms and Conditions.
- 1.4 “Goods or services” means the goods, products or services of any kind manufactured or sold by the seller.
- 1.5 “Price” means the price for the Goods or services including VAT (where applicable).
- 1.6 “Terms and Conditions” means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by an authorised officer of the Seller.

### 2. CONDITIONS

- 2.1 Nothing in these Terms and Conditions is intended to affect your statutory rights regarding the quality and fitness for purpose of our goods.
- 2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods & services by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.3 Signature of the Contract by the Buyer or acceptance of delivery of the Goods or services (whichever is the earlier) shall be deemed conclusive evidence of the Buyer’s acceptance of these Terms and Conditions.
- 2.4 No servant or agent of Kudos Mobility Group has the power to vary these conditions verbally.
- 2.5 No contract shall exist between the seller and customer except upon the conditions set out herein.

### 3. ORDERING

- 3.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.
- 3.2 Where the Goods ordered by the Buyer are not available from stock the Buyer shall be notified and given the option to either wait for stock availability or cancel the order with a full refund.

### 4. PRICE AND PAYMENT

- 4.1 The total purchase price, including any VAT and delivery charges, will be displayed in the Contract.
- 4.2 Payment of the deposit as per the Contract shall be due upon the Buyer signing the Contract. The Seller is entitled to retain any part payment received, to claim the balance of the price as per the Contract and to recover any further losses should the Buyer cancel this Contract where the Seller is not in breach of its obligations under this Contract. This right is subject always to the Cancellation of Contracts made in a Consumer’s Home or Place of Work, etc Regulations 2008.
- 4.3 Payment of any outstanding balance shall be due immediately upon the delivery of the goods, whereupon title in the goods shall pass to the Buyer.
- 4.4 The Seller shall be entitled to terminate this Agreement forthwith, recover the goods and the costs in recovering the goods where the Buyer fails to make full payment of the Price.
- 4.5 The seller reserves the right to charge interest at 2% above the current base rate at Barclay’s Bank PLC on any outstanding amount overdue from the due date to the actual date of payment.

### 5. RIGHTS OF SELLER

The Seller reserves the right to adjust the Price and specification of any item at its discretion, for example where necessary to comply with safety or statutory requirements or if the fitness for purpose or quality of the Goods is not materially affected, and reserves the right to withdraw any

Goods at any time without liability to anyone for withdrawing any Goods or refusing to process an order.

### 6. VAT

All Goods supplied for a Buyer’s private use are exempt from VAT if the Buyer or user qualifies under the present law. The Buyer must sign the VAT exemption declaration to this effect and should the Seller not receive this then VAT will be charged in accordance with the present law. If the present law changes the Seller reserves the right to charge VAT if and where applicable.

### 7. WARRANTY

- 7.1 The Seller warrants that the Goods will correspond with any description, be of satisfactory quality, be fit for the normal purpose and (if applicable) correspond with the sample.
- 7.2 Any defect occurring during any warranty period covered by the manufacturer must be notified immediately to the Seller with full information as to the problem. There must be no use of, alteration to or unauthorised repairs to the goods prior to inspection by the Seller.
- 7.3 The Seller must provide attendance by a technician to carry out necessary works, repair, replacement or adjustment to the Goods anywhere within the UK mainland, including Northern Ireland, within a reasonable timescale of notification of the fault.
- 7.4 The warranty is non-transferable.

### 8. DELIVERY

- 8.1 Where a specific Delivery Date has been agreed but cannot be met, the Buyer will be notified and given the opportunity to agree a new delivery date or receive a full refund.
- 8.2 The Seller shall use its reasonable endeavours to meet any Delivery Date. In any event, time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated Delivery Date.
- 8.3 Delivery of the Goods shall be made to the Buyer’s address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 8.4 Risk in the Goods shall pass to the Buyer upon delivery of the Goods.

### 9. CANCELLATION AND RETURN

- 9.1 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller with cancellation request in writing and by recorded delivery within the following timescales: within 14 days of delivery for products that are a different model to the product that was demonstrated and tested on the day of sale; 14 days from date contract was signed if the Goods received by the Seller are identical to the product demonstrated to the Buyer but damaged or do not comply with any of the contract. Bespoke (made to order/special order) products have no right of cancellation and the Seller reserves the right to charge for all costs incurred. The notice should be addressed to Customer Care, Kudos Mobility Group Ltd. at its place of business setting out the defect or problem.
- 9.2 For a defect/damage claim the Goods shall be returned to the Seller, with the Buyer entitled to a full refund plus any return postal charges if the Goods are in fact defective.
- 9.3 In addition to your other rights, cancellation in writing of this contract is allowed for solicited and unsolicited calls within 14 days from when the contract is made. Bespoke products do not have any cancellation rights once production has commenced.
- 9.4 Goods must be returned by the Buyer, adequately insured during the return journey, at the Buyer’s expense. The consumer must make the goods available at their delivery address for collection on request by the Seller. The cost of this collection will be charged at the Seller’s standard contract rate.
- 9.5 Goods to be returned must clearly show the order number obtained from the Seller on the package.

9.6 Where returned Goods are found to be damaged at the Buyer's fault the Buyer will be liable for the cost of remedying such damage or the Seller will be entitled to compensation from the buyer for the damage.

9.7 A cancellation notice which cancels a Contract for Goods or services shall also cancel any related credit agreement associated with the Contract.

9.8 Refunds will be made to the Buyer in the same method as the original payment within 30 days of returned Goods being received.

#### 10. LIMITATION OF LIABILITY

10.1 The Seller shall indemnify the Buyer against all liability and financial losses awarded against or incurred by the Buyer as a result of or in connection with any breach by the Seller provided that the total liability of the Seller shall in no circumstances exceed the price of the Goods.

10.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury resulting from the negligence of the Seller or that of the Seller's agents or employees.

#### 11. WAIVER

No waiver by the Seller (whether expressed or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

#### 12. FORCE MAJEURE

The Seller shall not be liable to the Buyer for any delay, loss or damage suffered by the Buyer outside the Seller's control.

#### 13. SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

#### 14. CHANGES TO TERMS AND CONDITIONS

The Seller shall be entitled to alter these Terms and Conditions at any time. but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

#### 15. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

### **STAIRLIFT TERMS & CONDITIONS IN ADDITION TO THE ABOVE**

#### 16. ACCEPTANCE OF QUOTATION

Receipt of deposit as stated on the quotation will be deemed as acceptance of Seller's offer and formation of a contract subject to these terms and conditions.

#### 17. CANCELLATION

Buyer has the right to cancel this contract within the 14 day 'cooling off' period before installation, excluding bespoke products which have already gone in to production where all costs relevant to the production and manufacturing will become due. For cancellation of standard products outside of said 14 day period and before installation admin fees will apply: £125 for straight stairlifts or £195 for curved stairlifts, plus a £200 drawing fee for bespoke curved stairlifts.

#### 18. DELIVERY & INSTALLATION

Once the deposit has been received, or second stage payment made for bespoke products, an estimated date of delivery & installation will be given. This is an estimated date only but installation will be arranged within a reasonable time from the date estimated if the estimated date cannot be fulfilled.

#### 19. RESPONSIBILITY FOR CONSENTS

It is the Buyer's responsibility to ensure that necessary consents (e.g. of the freeholder) are in place prior to acceptance and installation of the stairlift(s).

#### 20. PREPARATION WORK

A suitable power supply must be provided and handrails removed, as agreed at quotation.

#### 21. ABORTED INSTALL

If an install is aborted because the above preparation work has not been carried out, and/or for other reasons within the Buyer's control, an aborted install fee will apply.

#### 22. INSTALLATION

Installation will be carried out by one of the Seller's installers or sub-contractors using reasonable skill and care. Remedial work may need to be carried out after installation, as advised prior to or during installation, which will be the Buyer's responsibility unless the remedial work is beyond that which is reasonable in carrying out our installation in a proper manner. In this instance, we would arrange for remedial work to be carried out at our cost within a reasonable time after installation has been completed.

#### 23. HANDOVER

Demonstration of the stairlift will be carried out to the end user or user's representative on the day of installation once complete and a report signed to confirm this.

#### 24. GUARANTEE

We guarantee that we will rectify any defects in faulty materials or workmanship for the period of manufacturer's warranty (as stated on the quotation) from the date of installation at no charge. This excludes misuse, neglect, wilful damage or circumstances beyond our control

#### 25. RETENTION OF TITLE

All materials remain the property of Kudos Stairlifts Ltd until full payment is received.

#### 26. REMOVAL/BUY BACK

At the Buyer's request the stairlift may be removed for an agreed fee. If regularly serviced by Kudos and less than 12 months old, Kudos may offer up to 10% of the original purchase price to purchase it back from the Buyer subject to age, condition and market needs.

#### 27. EXCLUSION OF LIABILITIES

Under no circumstances shall we be liable for consequential damage or loss, of any nature caused or contributed to, by any defect or failure (whether partial or complete) of any part, material or design not wholly manufactured by us and which we could not reasonably have been expected both to inspect and exhaustively test. We shall not be responsible after delivery for damage to materials supplied or work done by us occasioned by any cause not wholly within our control. We shall not be liable for any modifications made to a stairlift without our full knowledge and written consent. Any such change may be contrary to EN8140 & BS5776 for powered stairlifts, invalidating our guarantee, and may endanger the user.

### **OMBUDSMAN SERVICES**

As a Which? Trusted Trader we have a range of support services available to us and our customers. One of these services is access to an independent Alternative Dispute Resolution (ADR) service, which enables our customers to seek an impartial review of a complaint in the unlikely event that we are unable to resolve it between ourselves. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact Which? Trusted Traders in the first instance on 0117 981 2929.