

STANDARD TERMS OF SALE (CONSUMERS)

1) What this document contains;

Below are the terms on which we will supply and install the equipment you have ordered. Please read these terms carefully before you submit your order as it is important that you tell us if there are any terms which you will not agree to at the time you place your order.

2) Who your contract is with;

Your contract will be with EMS Lifts Limited a company registered in England and Wales under Company No. 06427222. Our registered office is 6 Marquis Business Centre, Royston Road, Baldock, Hertfordshire, SG7 6XL. This is also our trading address. Our registered VAT No. is 632 3726 52 Where we use the words “we”, “us” or “our” in this document, this refers to that company.

3) How to contact us

- a. You can contact us by telephoning 01462 499700 or by writing to us either at our trading address or to the following email: info@emslifts.com If we have to contact you we will do so either by telephone or in writing at the email or postal address you provided to us in your order form.
- b. Where we refer to “writing” or “written” in these terms, this will include emails.

4) How and when the contract will be formed

- a. It is important to understand that there will be no contract between us until we write to you to accept your order. In other words, the fact that you have sent us your order form does not mean that we are obliged to supply and install the equipment.
- b. There may be occasions when we are unable to accept your order for various reasons and if that occurs, we will inform you of this in writing.

5) The price

- a. The price for the supply and installation of the equipment (which includes VAT unless you are entitled to claim exemption) will be the price set out in our quotation. However, circumstances may arise where we may need to change that price. For example:-

- i. If the rate of VAT changes between the date we accept your order and the date we supply or install the equipment. If that occurs, then the VAT rate will be adjusted unless you have already paid for the product in full before the change in VAT rate takes effect.
- ii. There may be occasions when there has been a mistake in the price set out in our quotation. If the correct price on the date we accept your order should have been lower then we will charge the lower amount. If the correct price on the date we accept your order is higher, we will contact you for confirmation that you still wish to proceed at the higher price before we accept your order. If we accept your order and commence the process of manufacturing the equipment where the pricing error was obvious and unmistakable and could reasonably have been recognised by you as mis-pricing, we may end the contract and refund you any sums you have paid unless you agree to accept the higher price.
- iii. Sometimes relevant codes, regulations, standards or rules that apply to the manufacture of the equipment change and those changes are only published after we have accepted your order. If those changes result in an increase in the cost to us in manufacturing or installing the equipment then we will inform you of the increased cost in writing. If you are prepared to accept the increase then the price for the supply and installation of the equipment will be revised accordingly. If you reject the increased cost, then we may end this contract and will refund any sums you have paid.

6) *Payment*

- a. Unless we have specified otherwise in the quotation, you must pay 70% of the price in the quotation at the time you place your order. If, for some reason we cannot accept your order, then the full 70% will be refunded.
- b. Once we have notified you that the equipment is ready to be installed in your home, you must pay the remaining 30% of the price.

7) Changes to the contract

- a. If you wish to make a change to the equipment you have ordered please contact us. We will let you know if the change is possible as well as any change to the price of the equipment and the timing of the installation arising from your requested change and ask you to confirm that you wish us to go ahead. We may decide not to accommodate those changes in which case we will proceed to supply and install the equipment in accordance with the original quote.
- b. We may change the equipment either to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments and improvements which will not affect your use of the product. If the changes mean that we have to review the price then we will contact you as we have set out above.
- c. Images, drawings and technical information about the equipment contained in any of our catalogues, price list, brochures, showroom or our website are for illustrative purposes only. We cannot guarantee for instance that the colour of a particular piece of equipment will match exactly its colour as represented.

8) Delivery time

- a. The estimated time to deliver and install the equipment will be stated on your quotation. That delivery period will only start to run from the point at which you have approved the drawings and specifications. Those will be supplied after the contract is made. We will contact you to agree the precise installation date once the equipment is ready to install.
- b. If no one is available at your address when we call or you do not allow us access to your property to install the equipment we will attempt to rearrange the installation date. Unless the default was of our making, we may charge you for storage costs and any further delivery costs that we may incur as a result of the delay. If despite our reasonable efforts, we are unable to contact you or rearrange installation we may end the contract.
- c. If our supply of the equipment is delayed by an event outside our control then we will contact you as soon as possible to let you know. We will take steps to minimise the effect of any delay and provided we do this, we will not be liable for delay caused by those events. If the delay is likely to be substantial, you may contact us to

end the contract and receive a refund for any products that you have paid for but have not received.

9) Responsibility for the equipment

The equipment will be your responsibility from the time it is delivered to your address. If, through no fault of ours, the equipment is damaged or destroyed after it has been delivered but before completing the installation then, if asked, we will endeavour to repair or replace it, having told you of the additional cost involved.

10) Our right to end the contract;

- a. We may end the contract at any time by writing to you if :-
 - i. You do not make any payment to us which is due and fail to make payment within 14 days of us reminding you that payment is due;
 - ii. You do not, within a reasonable time of us asking for it, provide us either with information necessary for us to complete the manufacture of the equipment or cooperate with us to arrange a reasonable date to install the same.
- b. If we end the contract in the situation set out above, we may retain or charge you a reasonable sum for the costs we have incurred as a result of your breaking the contract including an element for loss of profit.

11) Your legal rights

- a. We are obliged to tell you that we are under a legal duty to supply equipment that is in conformity with this contract and nothing in these terms will affect your legal rights.

12) Your data

- a. In the course of this contract we are likely to obtain personal information about you. We will use this personal information :-
 - i. To supply the equipment to you.
 - ii. To process your payment for the equipment; and
 - iii. If you agree to this during the order process,
 - iv. To inform you about similar products that we provide but you may stop receiving these at any time by contacting us.
- b. We will only give your personal information to third parties where the law either requires or allows us to do so.

13) Other terms

- a. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- b. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English Courts.
- c. Alternative Dispute Resolution is a process where any independent body considers the facts of a dispute and seeks to resolve it without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact an Alternative Dispute Resolution provider. You can submit a complaint to the: BHTA British Healthcare Trades Association via their website at www.bhta.net they will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.