

TERMS AND CONDITIONS

PRODUCTS PURCHASED/ORDERED IN OUR SHOP

Our terms

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply products to you. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide 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.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are Mobility North London a limited liability partnership established in England. Our partnership registration number is OC379132 and our registered office is at Aston House, Cornwall Avenue, London, N3 1LF our address is 872 High Road, London N12 9RH. Our registered VAT number is 152 5127 35.

2.2 How to contact us. You can contact us by telephoning 0203 417 7505, by writing to us at info@mobilitynorthlondon.co.uk or at the above address.

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.

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 will take place when we tell you that we are able to provide you with the product, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, 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 We only sell to the UK. Our brochure and website are solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.

4. PRODUCTS

4.1 Products may vary slightly from their pictures. The images of the products in our brochure or on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images. Product packaging may also vary.

4.2 Making sure your measurements are accurate. If we are supplying the product to measurements you have given us you are responsible for ensuring that these measurements are correct.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. 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 for delivery 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. In some circumstances there may be a charge for changing or cancelling your order.

6. OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to the product. We may supply you with a product which has had a minor change to:

- a) reflect changes in relevant laws and regulatory requirements;
- b) implement minor technical adjustments and improvements. These changes will not affect your use of the product.

6.2 In the event we are notified by the manufacturer of a more significant change to the products you have ordered, we will notify you of this as soon as reasonably practicable and then if you wish, you can contact us to cancel the order and receive a full refund.

7. PROVIDING THE PRODUCTS

7.1 Delivery and installation costs. If the product is one which requires delivery and/or installation or assembly, the costs of delivery and installation or assembly will be as informed to you during the order process/set out in your invoice.

7.2 When we will provide the products. During the order process we will let you know when we will provide the products to you and let you know when it is likely that they can be installed/assembled where required. We will deliver your products as soon as possible and in any event within 30 days after you placing your order. If for any reason we cannot do so we will contact you with a revised estimated delivery and/or installation or assembly date.

7.3 We are not responsible for delays outside our control. If our delivery 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. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.4 Collection by you. If you have asked to collect the products from our premises, you can collect the products from us at any time during our working hours of 10.00am-5.00pm weekdays and 10.00am-3.00pm Saturdays. Unless agreed otherwise with us you must collect the products from us within 10 days of you being notified that they are ready for collection. If you do not do so the products may be sold to another customer or you may be charged for storage costs.

7.5 If you are not at home when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery. In this case there may be a charge to you for storage costs and any further delivery costs.

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 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 9.2 will apply.

7.7 If you do not allow us access to install. If you have asked us to install or arrange installation of the products for you and you do not allow us or the third party installer access to your property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.

7.8 When you become responsible for the product. The product will be your responsibility from the time we deliver the product to the address you gave us or you, a carrier or third party organised by you, collect it from us.

7.9 When you own the products. You own the products once we have received payment in full.

7.10 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you and arrange installation of them for you, for example, measurements of aspects of your home or your own height and weight measurements. If so, we will contact you to ask for this 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 (see clause 9.1) 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 or installing the products late or not supplying or installing 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.

7.11 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 product to reflect changes in relevant laws and regulatory requirements; or
- c) make changes to the product 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 the contract for supply of a product before it has been delivered, installed (where installation is required) and paid for. You may contact us to end your contract for a product at any time before we have delivered and installed it and you have paid for it, but in some circumstances we may charge you for doing this, as described below. Of course, you always have rights where a product is faulty or mis-described (see clause 10, "If there is a problem with the products").

8.2 What happens if you have good reason for ending the contract. If you are ending the 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 or have not been provided properly. The reasons are:

- a) we have told you about an upcoming change to the product;
- b) we have told you about an error in the price or description of the product 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 product for technical reasons, or we notify you that 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.

8.3 What happens if you end the contract without a good reason. If you are not ending the contract for one of the reasons set out in clause 8.2, then 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.

8.4 Returning products after ending the contract. If you end the contract after products have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us at your cost. If you are ending the contract because we have told you of an upcoming change to the product, an error in pricing or description, a delay in delivery due to events outside our control or because you are exercising your legal rights to end the contract because of something we have done wrong then we will pay the costs of return. In all other circumstances you must pay the costs of return.

9. OUR RIGHTS TO END THE CONTRACT

9.1 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 or we are unable to collect payment from you when it is due and you still do not make payment within 7 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, relevant measurements; or
- c) you do not, within a reasonable time, allow us to deliver the products to you and install them or collect them from us.

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know as soon as possible in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

10. IF THERE IS A PROBLEM WITH THE PRODUCT

10.1 Inspection of goods. You must ensure that you inspect any products delivered or collected by you within 72 hours of delivery or collection and notify us of any problems with the products immediately.

10.2 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can contact us by telephoning 0203 417 7505 or by writing to us at info@mobilitynorthlondon.co.uk or writing to us at the above address. Alternatively, please speak to one of our staff in-store.

10.3 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract.

10.4 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them 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.

10.5 Your right to change your mind. We, Mobility North London of 872 High Road, London N12 9RH, offer the following guarantee which is in addition to your legal rights and does not affect them. If you change your mind about a product (other than those listed in clause 10.6) either before it is delivered or within 14 days of receiving it (so long as the product is unused and in its original packaging), please contact us to arrange for a full refund. If you have received the unwanted product you must return it to us at your own expense.

10.6 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- a) any products which are bespoke, personalised or made to your specifications/measurements;
- b) any toileting products; and products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- c) mobility scooters which have been registered; and upholstered items e.g. chairs, beds or mattresses once they have been delivered
- d) any products which become mixed inseparably with other items after their delivery.

11. PRICE AND PAYMENT

11.1 Where to find the price for the product. The price of the product (which includes VAT only if applicable) will be the price set out in our price list (and shown on your invoice) in force at the date of your order unless we have agreed another price in writing. We take all reasonable care to ensure that the price of product advised to you is correct. However please see clause 11.4 for what happens if we discover an error in the price of the product you order.

11.2 VAT relief. Many of the products we sell will be exempt from VAT input tax if you are chronically sick or disabled and the goods being purchased or acquired are for your personal or domestic use. You will be required to sign a declaration to this effect if you believe the product should be zero rated. Please contact us if you have any questions in respect of VAT on our products.

11.3 We will pass on changes in the rate of VAT. Where VAT is payable, 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 (including delivery and installation costs) in full before the change in the rate of VAT takes effect.

11.4 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated in our price list, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may terminate the contract, refund you any sums you have paid and require you to return the product at our expense.

11.5 When you must pay and how you must pay. We accept payment with cash, cheque or Visa/Mastercard cards (with the exception of AMEX cards). Unless agreed otherwise, you must pay for the products (including delivery and installation costs) before we dispatch them. If you are ordering bespoke products you will be required to pay for the products at the time of the order.

11.6 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 8% a year. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

11.7 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 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, except as set out in clause 12.2 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.

12.2 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 goods including the right to receive goods which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

12.3 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.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

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

- a) to supply the products to you; and
- b) to process your payment for the products.

13.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

14. OTHER IMPORTANT TERMS

14.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this.

14.2 Nobody else has any rights under this contract. This 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 this contract or make any changes to these terms.

14.3 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.

14.4 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.

14.5 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.

14.6 Alternative dispute resolution. Alternative dispute resolution is a process where an 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 the alternative dispute resolution provider we use.

