AFFORDABLE MOBILITY LIMITED – TERMS AND CONDITIONS

These terms apply to consumer purchases of mobility equipment, stairlifts and associated installation, servicing and repair services. They do not replace a separate written rental agreement or business-to-business contract. Your statutory rights are unaffected.

1. About us and the contract

1.1 "We", "us" and "our" mean Affordable Mobility Limited. "You" means the consumer named on the quotation, order or job sheet. Our contact details: 40 York Street, Clitheroe, Lancashire BB7 2DL; Telephone 01200 444 254. Email: info@affordablemobility.co.uk. Company registration 12886743.

1.2 Our quotation, written order confirmation, any agreed specification or survey, and these terms together form the contract. We will provide key information, including the total price, delivery or installation arrangements and any cancellation restrictions, before you agree to buy.

1.3 A quotation is not an accepted order. The contract is formed when we accept your order in writing, or when we expressly agree to begin a service. We will explain any material changes and seek your agreement before proceeding.

1.4 We will make reasonable adjustments to communicate with customers who need accessible information or additional support. Please tell us about any accessibility requirements.

5 Prices, deposits and payment

2.1 The agreed quotation or order confirmation states the total price, VAT treatment, delivery and installation charges, deposit and payment schedule. We will not impose undisclosed compulsory charges.

2.2 A deposit is a payment towards the contract price, not automatically a non-refundable fee. If you cancel using a statutory right, we will refund payments except amounts the law permits us to retain. Otherwise, any reasonable deduction will reflect actual net losses caused by cancellation, taking account of costs saved and reasonable steps to mitigate loss.

2.3 For made-to-measure equipment or installations, the order confirmation will state any stage payments and explain when materials are committed. We will not treat a deposit as automatically forfeited merely because goods have been ordered.

2.4 Unless otherwise agreed in writing, the balance is payable or satisfactory completion of the agreed service

3. Product descriptions and suitability

3.1 Goods will match their description and any agreed specification, be of satisfactory quality and be fit for a purpose you have made known to us where we have agreed they are suitable.

3.2 We will discuss relevant user needs, intended environment, dimensions, safe working load and product limitations. A home demonstration or assessment does not replace clinical advice where specialist clinical assessment is necessary.

3.3 Any substitution affecting the specification, price or suitability requires your agreement. Photographs and samples are illustrative unless expressly incorporated into the agreed specification.

4. Delivery, risk and ownership

4.1 We will provide an agreed delivery date or period. Unless we agree otherwise, goods will be delivered without undue delay and within 30 days of the contract. We will contact you promptly about any delay and explain your legal options.

4.2 Risk normally passes to you when you or a person you identify takes physical possession of the goods, subject to applicable law. Ownership passes on full payment, without affecting your statutory rights.

4.3 If you cannot accept an agreed delivery, we will rearrange it reasonably. Any additional storage or redelivery charge must have been explained and must be reasonable; it will not apply where delay is our fault.

5. Statutory rights for goods

5.1 Under the Consumer Rights Act 2015, goods must be of satisfactory quality, fit for purpose and as described. You normally have a short-term right to reject faulty goods within 30 days; for goods requiring our installation, the relevant period may begin once installation is completed and you have been notified.

5.2 Depending on the circumstances, you may be entitled to a free repair or replacement, a price reduction or final rejection. Within the first six months a fault is generally presumed to have existed at delivery unless we establish otherwise or the presumption is incompatible with the goods or fault.

5.3 A manufacturer warranty is additional to, not a substitute for, your statutory rights. Expiry of a warranty does not automatically end those rights. Contact us as the retailer if goods are faulty.

5.4 Damage due solely to misuse, accidental damage, unauthorised modification or ordinary wear and tear is not automatically a manufacturing fault, but we will assess each claim fairly. We will not impose an arbitrary 14-day deadline for reporting defective goods.

6. Manufacturer and additional warranties

6.1 The order confirmation or supplied warranty documentation will identify the applicable manufacturer or additional commercial warranty, its duration, scope, exclusions and claims procedure. Different products, batteries, consumables, refurbished equipment and stairlifts may have different warranty terms.

6.2 Where expressly included in the quotation, new stairlifts may carry a two-year product warranty and an additional five-year motor/gearbox cover; reconditioned stairlifts may carry a 12-month commercial warranty. These periods are not universal promises and must be confirmed for the particular product and supplier.

6.3 We guarantee to rectify, at our cost, defects arising from faulty materials or workmanship during the applicable guarantee period specified in your quotation, order confirmation or accompanying guarantee documentation, or confirmed by our sales adviser in writing. This commercial guarantee does not cover faults or damage resulting from misuse, negligence, accidental damage caused by others, unauthorised alterations or repairs, or causes unrelated to defective materials or workmanship. These exclusions apply only to this additional guarantee and do not limit any statutory rights.

6.5 Nothing in this agreement operates to exclude, restrict or take away your statutory rights. Our guarantees are additional to your rights under applicable consumer protection law, including the Consumer Rights Act 2015.

6.4 Servicing requirements affecting a commercial warranty must be clearly disclosed, reasonable and lawful. Nothing in any warranty restricts consumer statutory remedies.

7. Distance and off-premises cancellation

7.1 If you contract online, by telephone or through another qualifying distance-sales process, or enter into a qualifying off-premises contract (such as during a home visit), you will normally have a legal 14-day right to cancel without giving a reason, subject to statutory exceptions.

7.2 For most goods, the 14-day period runs from the day after you or your nominated recipient receives the goods; special rules apply to split deliveries. For services, it generally runs from the day after the contract is made. Different rules can apply to contracts combining goods and services.

7.3 You may cancel by any clear statement to us, including email or post; you do not have to use the model form attached. We will acknowledge cancellation and refund sums due within the legal deadline, using the original payment method unless agreed otherwise.

7.4 Where cancellation applies to goods, you generally have 14 days after telling us to send them back. We may withhold the refund until we receive the goods or evidence of return, where legally permitted. We will refund standard outward delivery charges, but not an upgrade above our least expensive standard option. Any return charge payable by you will be disclosed before contract formation.

7.5 We may make a lawful deduction for diminished value caused by handling beyond what is necessary to establish the nature, characteristics and functioning of goods. For qualifying off-premises contracts, if goods were delivered to your home when the contract was made and cannot normally be returned by post, we will collect them at our expense.

7.6 If we fail to give legally required cancellation information, the cancellation period may be extended by up to 12 months. We will provide cancellation information and the model form on paper for off-premises contracts unless you agree to another durable medium.

8. Special-order, personalised and bespoke goods

8.1 Goods genuinely made to your specifications or clearly personalised may be exempt from the statutory 14-day change-of-mind cancellation right. Examples may include individually manufactured curved stairlift rails or specially configured items made to unique measurements.

8.2 Merely ordering a standard catalogue item from a supplier, selecting standard options, or describing goods as "special order" does not by itself remove statutory cancellation rights. We will identify and explain any applicable exception clearly before you contract.

8.3 Even if the change-of-mind exception applies, your rights concerning faulty, misdescribed or unsuitable goods remain. If you cancel where no statutory change-of-mind right applies, any amount charged or retained will be fair, reasonable and consistent with our actual recoverable loss.

9. Services and early-start requests

9.1 We will carry out installation, assessment, servicing and repairs with reasonable care and skill, within the agreed time or otherwise within a reasonable time, and for the agreed price or otherwise a reasonable price.

9.2 If you ask us to begin a cancellable service within the 14-day period, we will obtain your express request, on a durable medium where required. If you then cancel, you may have to pay a proportionate amount for service properly provided before cancellation, where the law permits and required information was given.

9.3 For a qualifying service contract, the statutory cancellation right may be lost once the service has been fully performed if you expressly requested early performance and acknowledged that consequence in advance. We will obtain that acknowledgement separately.

9.4 If services do not meet statutory standards, you may be entitled to repeat performance or a price reduction and other remedies as applicable.

10. Stairlift surveys and installations

10.1 A stairlift order will identify whether equipment is new, reconditioned or rented, straight or curved, the survey assumptions, agreed rail and seat configuration, installation scope, access arrangements, price, estimated lead time and warranty.

10.2 We will assess relevant stair dimensions, obstructions, safe access, electrical supply and known user requirements. Installation is subject to suitable site conditions. If we identify unforeseen structural or safety issues, we will explain the options and any additional cost before undertaking extra work.

10.3 Unless expressly included, decoration, plastering, relocation of utilities, structural alterations, removal/reinstatement of handrails and electrical works by other trades are excluded. We will make good damage we are legally responsible for.

10.4 Installation will be performed by competent personnel following applicable manufacturer instructions and safety requirements. We will demonstrate controls and emergency procedures, provide relevant instructions and explain maintenance and breakdown contacts.

10.5 Bespoke rails and other individually made components may qualify for the statutory cancellation exception in clause 8, but this does not automatically exempt all installation services or every component of the order. The order confirmation will explain the treatment of each element.

10.6 We will not proceed with chargeable variations without your agreement. Any estimated completion date may change for justified reasons; your statutory remedies for unreasonable delay remain.

11. Mobility equipment servicing and repairs

11.1 Before work starts we will explain the inspection or diagnostic charge, likely repair costs, authorisation threshold, estimated timescale and whether the item is under warranty. We will seek approval before exceeding the agreed limit.

11.2 Our inspection may identify additional faults. We will tell you if a proposed repair is uneconomic or unsafe and will not knowingly return equipment represented as safe if we believe it remains unsafe. We will explain any limitations of the work performed.

11.3 Replacement parts may be original or compatible parts of suitable specification, as agreed with you. Any specific parts or workmanship guarantee will be recorded on the invoice or job sheet, in addition to statutory rights.

11.4 We will take reasonable care of equipment in our custody. Collection, delivery, call-out and diagnostic charges will be stated in advance. We will explain what happens if parts are unavailable or you decline an estimate.

11.5 If repairs are unsuccessful or not carried out with reasonable care and skill, your statutory remedies remain available. Any agreed diagnostic fee remains subject to applicable consumer law and the quality of the service provided.

12. Home visits and customer responsibilities

12.1 Please provide safe and reasonable access to the premises, disclose known hazards and ensure that an authorised adult can approve any variations. We will act reasonably where access is affected by disability, illness or other vulnerability.

12.2 We may postpone unsafe work and explain the reason. Any extra costs resulting from a customer-requested change or preventable lack of access must be reasonable and agreed where practicable.

12.3 We will protect the work area with reasonable care and remove our waste arising from agreed works unless the quotation states otherwise.

13. Delays and events beyond control

13.1 We are not responsible for delays genuinely caused by events outside our reasonable control to the extent the law permits. We will inform you promptly, take reasonable steps to minimise disruption and discuss a revised timetable.

13.2 This clause does not remove statutory rights to cancel, obtain a refund or claim a remedy where applicable.

14. Liability

14.1 Nothing in these terms excludes or limits liability for death or personal injury caused by negligence, fraud, breach of statutory consumer rights, or anything else that cannot lawfully be excluded.

14.2 We are responsible for reasonably foreseeable loss and damage caused by our breach of contract or failure to use reasonable care and skill. We are not responsible for losses that are not reasonably foreseeable, except where the law provides otherwise.

14.3 We do not exclude liability for damage to your property caused by our negligence. Any limitation is subject to fairness and applicable consumer law.

15. Complaints and disputes

15.1 Contact us using the details in clause 1 if something goes wrong. We will investigate complaints fairly, explain our findings and provide an appropriate remedy where due.

15.2 If we are unable to resolve your complaint after our complaints procedure has been exhausted, it may be necessary to use an independent complaints service. If we cannot resolve the complaint to your satisfaction or agree to your requested final resolution, and both parties agree that a deadlock has been reached, you may escalate your complaint.

15.3 As part of our Which? Trusted Traders endorsement, we have access to an Alternative Dispute Resolution (ADR) service for eligible domestic installation, servicing, repair and maintenance contracts. If you choose to do so, you may refer your complaint to Which? Trusted Traders' Alternative Dispute Resolution service. Contact Which? Trusted Traders on 02922 670 040 to find out whether your complaint is eligible and how to proceed.

15.4 Using ADR is optional and does not affect your statutory rights, including your right to bring proceedings in court. Access to the Which? Trusted Traders ADR service is subject to the applicable scheme rules and our continuing eligibility.

15.2 These terms are governed by the law of England and Wales, without removing mandatory consumer protections or any right to bring proceedings in a court that has jurisdiction under applicable law.

16. General

16.1 If a provision is unenforceable, the remainder continues where legally possible. Failure to enforce a term once does not waive rights for the future.

16.2 We may transfer the contract to another provider only where this does not reduce your rights or protections. You may transfer your rights where law permits or with our reasonable consent.

16.3 We will process personal information in accordance with our privacy notice and applicable data protection law.