

# TERMS AND CONDITIONS OF SALE FOR STAIRLIFTS



These terms apply when you buy a stairlift direct from TK Access Solutions Ltd for use in a domestic property either during an in-home visit or over the telephone following our in-home visit. They explain what you can expect from us and your responsibilities.

These terms do not apply to products you buy through third parties or a grant scheme.

Pay particular attention to clause 13 below, which sets out your legal rights.

These terms and conditions do not affect your legal rights.

## 1. Parties to the agreement

A. These terms form part of a legal agreement (**the agreement**) between:

**us**, TK Access Solutions Ltd (registered in England and Wales, company number 01166449, registered office at Unit E3, Eagle Court, De Havilland Avenue, Preston Farm Business Park, Stockton-on-Tees, TS18 3TB, VAT number 236 7783 28); and

**you**, the person placing the order from us.

B. You can contact us by:

**Telephone** on 01642 704850

**Email** at

contactcentre.homesolutions.uk@tkelevator.com

**Letter** addressed to

TK Access Solutions Ltd

Unit E3, Eagle Court, De Havilland Avenue, Preston Farm Business Park, Stockton-on-Tees, TS18 3TB

C. If we need to contact you, we will use the phone number, email or address you gave us in your order.

## 2. Where to find information about us and our stairlifts

You can find everything you need to know about us and our stairlifts on our website ([www.tke-homesolutions.co.uk](http://www.tke-homesolutions.co.uk)), in our brochure or from our sales staff before you order. We confirm important information to you in writing after you order, [either on paper, by email, or in your online account].

## 3. Our contract with you

### Placing an order and entering into the agreement

A. Before placing your order, please read these terms carefully.

B. Once you have placed your order, if you think there is a mistake or want to make any changes, please contact us using the details given in clause 1.B.

C. Your unique reference number will be shown on any paperwork we provide. Please quote this number whenever we contact you.

D. You will need to pay a deposit when you place your order as set out in clause 4.E.

### Conducting a home survey

E. So that we can ensure that we are able to provide the most suitable stairlift solution for the user and staircase, we will carry out a home survey, taking all necessary measurements before providing you with a no-obligation quotation.

F. If your property is not suitable for the stairlift you want to buy, we will not accept your order

### 4. Our products, pricing and payment Products

A. The pictures on our website and in our brochures are for guidance only. We cannot guarantee that the colours within these pictures accurately reflect the colour of the actual stairlifts.

B. We can always make changes to a product to reflect changes in relevant laws and regulatory requirements.

### Pricing

C. The price for the stairlift will be provided to you in writing following our in-home visit and survey.

D. It is possible that despite our best efforts, some of the stairlifts we sell may be incorrectly priced. If we accept your order and the mistake is obvious and could reasonably have been recognised by you as a mispricing, we may end the agreement and refund you any sums you have paid.

### Deposit

E. You will need to pay a deposit when you place your order. The amount will be detailed within your written quotation. The outstanding balance will be due no later than the date the stairlift is installed.

## 5. VAT

A. The prices stated in your order summary exclude VAT.

B. If you are entitled to VAT relief, we will ask you to fill in a VAT exemption form, usually at our survey visit. If you are not entitled to VAT relief, or you do not fill in a VAT exemption form, VAT will be payable at the rate that applies at the time. If the rate of VAT changes between the date of your order and the date you are due to make any payment, we will adjust the rate of VAT that you pay to match the rate in force at the time.

C. If you are not entitled to VAT relief, or you do not fill in a VAT exemption form, we will add VAT to the quotation at the rate that applies at the date of the applicable payment. If the rate of VAT changes between your order date and the date we supply the stairlift, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

## 6. Necessary work before installation

### Preparation work

A. Any preparation work that we have agreed to do (such as work to your water, gas or electricity supply or carpentry work) will be written on your order acknowledgement and included in the price we have quoted you.

B. After we start work at your property, we may discover that further work, which we did not know about at the time of your order and which is not included in the price, is needed. If this is the case, we will tell you what additional work is needed and any associated increase in the price you are to pay. We will ask you to confirm if you wish to:

(1) proceed on the basis that the agreement will be changed to include the additional work and any increased price;

(2) where appropriate hire and pay for your own contractor to undertake the additional work; or

(3) end the agreement, in which case clause 11.C below will apply.

C. If you opt to hire and pay for your own contractor the work must meet any reasonable standards we specify, as well as all legal requirements that apply.

D. We may not be able to proceed with the installation until you have confirmed to us how you wish to proceed and where applicable your contractor has completed the additional work as required.

E. If you do not:

(1) confirm that you wish to proceed on the basis that the agreement is changed to include the additional work and increased price; or

(2) within a reasonable time hire your own contractor to undertake the work required, or they do not within a reasonable time undertake that work to meet any reasonable standards or legal requirements, we may end the agreement with you in which case clause 17 will apply.

F. The preparation work may mean that you have to do some redecorating, and possibly replace carpets in some areas if your staircase needs to be altered. You will be responsible for all costs associated with this, unless the redecorating or new carpet is needed because of our or our subcontractor's negligence.

### Electrical work

G. The price agreed during the order process is based on the assumption that the electrical wiring in your property meets current regulations. If our qualified electrician finds that the electrics are not in line with these, we will not be able to install the stairlift unless additional work is undertaken to address this issue, and the provisions of clauses 6.B to 6.F shall apply.

### Handrails

H. Sometimes a handrail needs to be removed before we install the stairlift. You can arrange for a local tradesperson to do this for you, or we may agree to move your handrail free of charge. Any remedial work (such as replastering and decorating) or fitting of the handrail elsewhere would need to be arranged separately by you and at your own cost. Alternatively, we can arrange this on your behalf and provide you with a quotation for the works required.

### Asbestos

I. If while we are installing the stairlift, we discover or suspect that the work would disturb asbestos (which would prevent us from working safely), we will immediately suspend any work and review this with you.

J. Where possible, we will offer to hire a specialist contractor to investigate and, if appropriate, remove the asbestos, but this will be at your cost. If you would like us to do this, we will get and supply you with a quotation

so you can decide whether or not you want to proceed.

K. We will not continue installing the stairlift until we are satisfied that the issue has been investigated and if appropriate, any asbestos found has been wholly removed to allow us to work safely.

L. If you do not agree to us hiring a specialist contractor at your cost and do not hire a contractor yourself and have the required work done in a reasonable time either of us may end the agreement, see clauses 11.C and 17.

M. If you have an appropriate asbestos report at your property, you must give us a copy of it before or at the time we carry out our survey of the property. If the area where asbestos is found or suspected is in a shared area, for example flats, the building manager must give us an asbestos report before or during our survey at the property.

## **7. Quoted times for supply and installation**

A. Due to the nature of stairlifts and the amount of preparation work that might need to be carried out at your property, the times we give for supplying and installing the stairlift are estimates only. We will try to complete your order as quickly as possible, and we will let you know as soon as possible if we become aware of any delay.

B. If you do not give us all the information we need to process your order (including your approval of any designs), or you do not let us in to install the stairlift or provide other services as arranged (and you do not have a good reason for this), we will not be responsible for any delay this causes. We may charge you any extra costs that arise as a result. If, despite our reasonable efforts, we cannot get the information or contact you to rearrange access to your property, we may end the agreement in which case clause 17 will apply.

C. We are not responsible for delays that are beyond our control. If supplying the stairlift, any associated parts or any service is delayed by an event beyond our control, we will contact you as soon as possible to let you know and will take steps to reduce the effect of the delay. As long as we do this we will not be liable for delays caused by the event. However, if there is a risk of the delay being substantial, you can end the agreement in which case clause 11.C will apply.

D. We may have to delay supplying the stairlift in order to:

(1) deal with any technical problems or make minor technical changes;

(2) update the stairlift or any part to reflect changes in relevant laws and regulations; or

(3) make changes which you have asked for.

If we need to delay supplying the stairlift, we will contact you beforehand.

E. We may also delay supplying the stairlift or services, or end the agreement, if you do not pay any amount that is due to us (see clause 17.A). We may also delay supplying the stairlift or services if you then do not make a payment within 14 days of us reminding you that your payment is overdue and we may also end the agreement, see clause 17. If we are going to delay the supply of the stairlift or any services under this clause 7.E, we will inform you beforehand. We will not delay the supply of the stairlift or any services if you have not paid an invoice that you think is wrong, unless we have investigated the matter and see no reason why you should not pay it (see clause 10.B) in which case we may delay the supply until you pay the invoice.

F. We only deliver and install stairlifts in England, Wales and Scotland, although we do not deliver or install them in some remote areas within those countries. Please ask for details.

## **8. Installing your stairlift**

The main user of the stairlift should be at the property when we install the stairlift. If this is not possible, someone else must be able to sign the customer acceptance form on their behalf to show that we have demonstrated how to use the stairlift. That person will be responsible for making sure the user knows how to use the stairlift accurately and safely.

## **9. Responsibility and ownership**

A. You will be responsible for the stairlift and associated equipment from the time we confirm that the installation is complete.

B. You will own the stairlift and any associated equipment once we have received the full payment from you.

C. If, through no fault of ours, final adjustments to the stairlift cannot be made when the installation is otherwise complete, you must still pay in full. We will make the final adjustments to the stairlift within 10 working days of the issue being discovered.

## 10. Late payment

A. If you do not pay on time, we can charge interest (at the rate of 2.5% a year above the Bank of England base rate from time to time) on the amount you owe (including VAT) from the date the payment was due until we receive it.

B. If you think an invoice is wrong, please contact us as soon as possible to let us know and we will not charge you interest until we have settled the matter.

## 11. Your rights to end the agreement

Your rights when you end the agreement will depend on what you have purchased, whether there is anything wrong with it, our performance and when you decide to end the agreement.

These rights do not affect your legal rights. Where we make a refund, we will endeavour to issue that refund within 14 days.

### A. Right to cancel an order (before installation of the stairlift)

(1) You can cancel an order up to 7 days after paying the initial deposit and prior to installation. If you cancel within this period, the agreement will end immediately, and we will refund any amount you have paid.

(2) After the 7-day period and prior to installation, a charge of 10% of the total order value will be made, plus the value of any items specifically manufactured or fitted which cannot be reused without additional modification on another lift order. This particularly applies to bespoke components for Curved Rail Stairlifts.

(3) In the event of cancellation, we will confirm the total charge based on the work or manufacturing already undertaken.

### B. Our 14-day money-back guarantee (after installation of the stairlift)

We offer a 14-day money-back guarantee after installing the stairlift if you are not entirely satisfied or no longer need it. You will receive a refund, subject to the following conditions:

(1) You call us within 14 days of the installation and inform us that you wish to take advantage of our money-back guarantee.

(2) We confirm that the stairlift is in the same condition as when it was installed. We will verify this by sending a representative to your property.

(3) We are allowed access to your property

to uninstall and remove the stairlift.

A charge of 10% of the total order value will be made, plus the value of any items specifically manufactured or fitted which cannot be reused without additional modification on another lift order. This particularly applies to bespoke components for Curved Rail Stairlifts.

If the stairlift is not in the same condition as when it was installed, we may deduct a reasonable amount to reflect any loss in value.

### C. Ending the agreement because of something we have done or are going to do

You are also entitled to end the agreement in the following cases:

(1) If you do not accept a change we need to make to the stairlift or the services we supply, the price you are to pay, your obligations under the agreement or these terms (see clauses 4 and 6);

(2) If we have told you about a mistake in the price (see clause 4.D);

(3) If there is a risk that there may be a significant delay in us supplying the stairlift because of events outside our control including where we must delay for the reasons given in clause 7.C;

(4) If you have a legal right to end the agreement (for example, because of something we have done wrong).

Once you let us know that you wish to end the agreement for a reason listed above, the agreement will end immediately, and we will give you a full refund for any goods or services which we have not provided. You may also be entitled to compensation in some cases.

## 12. How to end the agreement with us

A. To end the agreement with us, please let us know by doing one of the following:

(1) Phone: 01642 704850 (we will ask you to confirm your request in writing)

(2) Email: [contactcentre.homesolutions.uk@tkelevator.com](mailto:contactcentre.homesolutions.uk@tkelevator.com)

(3) Letter: TK Access Solutions Ltd  
Unit E3, Eagle Court, De Havilland Avenue, Preston Farm Business Park, Stockton-on-Tees, TS18 3TB

(4) Completing the contact form online.

When you contact us, please give us your name, your home address, details of the order (including details of your stairlift and when you ordered or received it) your phone number, and email address.

B. If you end the agreement for any reason after we have delivered the stairlift or any parts to you or we have begun or completed installation you must let us collect (and where appropriate uninstall) them.

C. We will pay the cost of uninstalling and collecting the stairlift if:

(1) you do not accept a change we are going to make to the stairlift or services we are to supply, the price you are to pay, your obligations under the agreement or these terms (see clauses 4 and 6);

(2) we have told you about a mistake in the price or description of the stairlift you have ordered;

(3) there is a risk that there may be a significant delay in us supplying the stairlift because of events outside our control including where we must delay for the reasons given in clause 7.D;

(4) you have a legal right to end the agreement because of something we have done wrong; or

(5) if you are exercising your rights under our 14-day money back guarantee, see clause 11.B.

D. If you are responsible for paying the uninstallation and collection costs, we will only charge you the direct cost to us of uninstallation and collection.

E. We will not be responsible for any reinstatement, redecoration or alteration needed after we cease to provide the services or uninstall the stairlift except where such is needed as a result of our negligence.

### 13. Your rights if something is wrong with the stairlift or our services

A. We are under a legal duty to supply the stairlift and associated equipment that are as described to you on our website, or in our brochure or showroom and that they meet all the requirements imposed by legislation. If you think there is something wrong with your stairlift, you must contact our Customer Service Team by:

(1) Phoning us on 01642 704850 (we will ask you to confirm your request in writing).

(2) Sending an email to:  
contactcentre.homesolutions.uk@tkelevator.com

(3) Writing to us at: TK Access Solutions Ltd  
Unit E3, Eagle Court, De Havilland Avenue, Preston  
Farm Business Park, Stockton-on-Tees, TS18 3TB

## NOTHING IN THESE TERMS AND CONDITIONS WILL AFFECT YOUR LEGAL RIGHTS

**SUMMARY OF YOUR KEY LEGAL RIGHTS,** although there are certain exceptions.

For more detailed information, visit the Citizens Advice website at [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk), or you can contact your local trading standards office.

Concerning your stairlift and any associated parts, the Consumer Rights Act 2015 says that they must be as described, fit for use and of satisfactory quality. During the expected life of your stairlift, you have the following legal rights.

- If the stairlift is faulty you can get a refund within the first 30 days of installation.
- If your stairlift is faulty and can't be repaired or replaced within the first 6 months of installation, you will be entitled to a full refund.
- If the stairlift can be expected to last up to six years, and it is faulty within the six years from the date it is installed, you may be entitled to a repair or replacement.

- If that is not possible, you may get some of your money back.

Concerning **our services** (for example, installing the stairlift), the Consumer Rights Act 2015 gives you the following rights.

- You can ask us to repeat or correct a service if it has not been carried out with reasonable care and skill or receive money back if we can't do this.
- If you haven't agreed a price upfront for a service, what we ask you to pay must be reasonable.
- If we haven't agreed timescales upfront, a service must be provided within a reasonable time.

## 14. Maintenance and repair

A. In addition to your legal rights (see clause 13), we provide:

(1) a two-year maintenance and repair package for new stairlifts; or

(2) a one-year maintenance and repair package for reconditioned stairlifts.

B. Details of the maintenance and repair package will be made available to you during the order process and confirmed to you in writing following installation.

## 15. Our responsibility for loss or damage suffered by you

A. We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

(1) Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (From a legal standpoint, the loss was unforeseeable);

(2) Caused by a delaying event outside our control. As long as we have taken the steps set out in clause 7.C;

(3) Avoidable. Something you could have avoided by taking reasonable action;

(4) A business loss. We only supply the stairlift and services under this agreement for domestic and private use. If you use the stairlift for any business purpose or sell it on, we will not be liable to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

B. We will not be responsible for any alterations that you or somebody acting for you makes to the stairlift without our written permission. Any alteration may not meet legal safety requirements for powered stairlifts. If so, our maintenance and repair package will end, and the user may be at risk of injury. Subject to clause 15.C, we will not be responsible for any loss, damage or injury caused by alterations we have not agreed to in writing.

C. We do not rule out or limit in any way our liability to you if the law says that we cannot do so. This includes liability for:

(1) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

(2) fraud or fraudulently describing

the goods or services;

(3) breaking your legal rights relating to the goods or services including your right to receive products which are:

- as described;
- match the information we provided to you;
- are the same as any sample or model we showed you;
- are of satisfactory quality;
- are fit for any particular purpose we know you want the stairlift for;
- are supplied with reasonable skill and care and correctly installed; and
- are not faulty.

D. If we are providing services in your property, we will repair any damage we cause while doing so if that damage results from our negligence. However, after the preparation work/installation (or where applicable us uninstalling the stairlift) you may need to redecorate or replace the carpet in some areas if alterations need to be made to your staircase We will only be responsible if this work is due to our negligence. We are not responsible for fixing any faults or damage that existed before we installed the stairlift.

## 16. On-hold procedure

You can put your order on hold (before we have started installing it) for up to six months. After this time, we will end the agreement if you do not want to go ahead and have the stairlift fitted. If we end the agreement after six months but have already done some work on your order we may take the cost of that work from any refund we provide. To place your order on hold, phone us on 01642 704850 and then confirm the delay in writing (our address is in clause 1.B).

## 17. Our rights to end the agreement

A. We may end the agreement at any time, by writing to you, if any of the following applies:

- (1) You do not make any payment to us when it is due, and you still do not make the payment within 14 days of us reminding you to do so;
- (2) You do not give us information that we need in order to provide the stairlift or services within a reasonable time;
- (3) You do not allow us to deliver the stairlift to you within a reasonable time;
- (4) You do not give us access to your property, to carry out our survey or supply the services, within a reasonable time;
- (5) You do not agree to change the agreement to include any additional work that is needed for us to install your stairlift and any associated increased price or where you agree to engage your own contractor to do any additional work this is not completed within a reasonable time to any reasonable standards and legal requirements;
- (6) We cannot make the parts, or provide services, to meet your needs.

B. If we end the agreement in the situations set out in clause 17.A, we will refund any money you have paid upfront for goods or services we have not provided, but we may deduct or charge you reasonable compensation for the costs we have incurred as a result of you breaking the agreement.

C. We may write to you to let you know that we are going to stop providing a product. If this happens, we will let you know as soon as possible and will refund any amounts you have paid upfront for products (including services) that we will not provide.

## 18. Removal and buyback

### Removal

A. When you no longer need your stairlift, we will be happy to remove it from your home for free. As part of our commitment to sustainability we may recycle and reuse all or part of the stairlift, or dispose of it responsibly, in line with environmental standards. Please contact us on 01642 704850 and ask for our Service Team.

B. If we remove the stairlift under clause 18.A, we will not refund or pay you for the stairlift or be liable for any redecorating, reinstatement or alteration needed after we remove the stairlift,

except where the redecorating or alteration is needed as a result of our negligence.

### Buyback

C. If you purchased a new stairlift from us, we may be able to buy it back from you for a small payment, subject to the following conditions:

- (1) The stairlift was new when purchased and not reconditioned
- (2) It is less than 2 years old
- (3) It has been regularly serviced by TK Home Solutions and is in good working order and condition

Please contact us on 01642 704850 and ask for our Service Team.

E. Nobody else has any rights under the agreement. The agreement is between you and TK Access Solutions Ltd. No other person will have any rights to enforce any of these terms and conditions, except where you have transferred your rights and obligations with our permission (see clause 20.B).

F. If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

G. Even if we delay enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to under this contract but that doesn't mean we can't do it later.

## 19. Governing law and disputes

These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

## 20. Data protection

A. We will use your personal information in line with data protection laws (for example The Data Protection Act and the General Data Protection Regulation). Please visit our website ([www.tke-homesolutions.co.uk](http://www.tke-homesolutions.co.uk)) for full details.



**B. We will use the personal information you give to us to:**

- supply the stairlift to you;
- process your payment for the stairlift; and
- give you information about similar products that we provide, if you agreed to this during the order process.

C. You can stop receiving this information at any time by contacting us using the details in clause 1.B.

D. We will only give your personal information to other people and organisations if the law allows us to do so.

**21. Complaints procedure**

A. We are committed to providing a high standard of service. If you ever feel that you need to make a complaint, you can do so by phoning the customer service staff at either your local service office or our head office, or by writing to the address given in clause 1.B. If you are not satisfied with how we have handled your complaint, write to the Managing Director

at TK Access Solutions Ltd  
Unit E3, Eagle Court, De Havilland Avenue,  
Preston Farm Business Park, Stockton-on-  
Tees, TS18 3TB, or phone 01642 704850.

B. If, after following the procedure set out in clause 22.A, we still cannot settle your complaint with you, you should write to the British Healthcare Trades Association, giving as much information about your case as possible. You can get the British Healthcare Trades Association's contact details from their website at [www.bhta.com](http://www.bhta.com). The British Healthcare Trades Association will ask us for a report and will then make a recommendation based on all the information they have.

C. 'Alternative dispute resolution' is a process where an independent organisation considers the facts of a dispute and tries to settle it without you having to go to court. If you are not happy with how we have handled any complaint, you can contact the alternative dispute resolution provider we use – TrustMark – through their website at [www.trustmark.org.uk](http://www.trustmark.org.uk).



[WWW.TKE-HOMESOLUTIONS.CO.UK](http://WWW.TKE-HOMESOLUTIONS.CO.UK)

**CONTACT US: 0800 783 9551**  
free number

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