



# Acorn Customer Terms and Conditions



**Customer Helpline:**  
**0800 23 22 22**

**Installations:**  
**0800 422 0699**

## Acorn Mobility Services Limited (we, us) conditions

### 1 Acceptance

The contract shall consist only of our offer and your acceptance of the Order Form and these terms, nothing else shall form part of the contract and be binding on either you or us. It is our responsibility to supply you with goods that meet your consumer rights. Nothing in this contract affects your statutory rights.

### 2 Delivery

We will try to deliver and install the stairlift as arranged with you. The delivery dates are given as accurately as possible, but we cannot guarantee them. You are not entitled to claim damages if we cannot deliver on the dates we have arranged.

### 3 Buying back the goods

We will not buy back the stairlift from you.

### 4 Power supply/alterations

You must provide a suitable 13-amp socket or fused spur which can only be used for the stairlift. If this is not available, you must make arrangements to have one fitted before we install the stairlift. If we agree to do any extra work as detailed in the Additional Information box on the front of this Order Form, we will employ someone who is qualified to undertake such work, who may be a sub-contractor. Please note that as a result of any agreed work, it may be necessary for you to carry out some redecoration work and/or carpet replacement.

### 5 Who owns the stairlift?

You will only own the stairlift when you have paid us all the amounts you owe under the order. Until that time, we may take back the stairlift at any time.

### 6 Warranty

We supply the stairlift with a 12-month manufacturer's warranty which applies from the date we install the stairlift and which covers the cost of parts and labour for faulty manufacture or installation. It does not cover problems caused by the stairlift being used incorrectly or being damaged by you or other people. This warranty also includes one service during the year and our commitment that in the event of a breakdown we will always try to attend your premises within 24 hours, 365 days a year. We will decide whether to repair or replace the stairlift. We will contact you to ask you if you want to enter into a Service Contract before the end of the 12 month warranty.

### 7 Personal details

We will comply with the Data Protection Act 1998. Please see the section on the Order Form.

### 8 Safety

If we are not able to install your stairlift for safety or other practical reasons, we will be entitled to cancel your order, even if we have already accepted it. If we do this, we will return any deposit you have already paid us as soon as possible.

**9 Liability**

We accept full responsibility for any death or personal injury which may be caused: (a) as a result of our negligence; (b) by any breach of our obligations under this contract; and/or (c) as a result of any other act or omission on our part. We will not be liable to you under the contract for any consequential or indirect loss of any nature caused or contributed to by us. We will not be liable for any changes or modifications made to the stairlift without our knowledge.

**10 Opportunity to Put Things Right:**

If you suffer any loss or damage we are responsible for then you must allow us a reasonable opportunity to remedy the problem (for example, by allowing us access to your home to repair any damage for which we are responsible) We will not be responsible for any loss or damage which you fail to afford us a reasonable opportunity to put right and/or which could have been avoided or minimised by you taking reasonable steps which you failed to take.

**11 Law**

English law and the jurisdiction of the English courts shall apply to this Contract.

**12 Complaints policy**

Acorn's complaints handling policy can be found at [www.acornstairlifts.co.uk/complaints](http://www.acornstairlifts.co.uk/complaints) Acorn is a member of the British Healthcare Trades Association (BHTA) and has signed up to its Trading Standards-approved code of practice. If you are unhappy with the outcome of a complaint and have exhausted our complaints process, you can

approach the BHTA for mediation (and ultimately arbitration) and, as a member, we will participate in this process free of charge. The BHTA can be contacted at: New Loom House, Suite 4.06, and 101 Back Church Lane, London E1 1LU Tel: 020 7702 2141.

**13 Customer Satisfaction Guarantee**

If you are not satisfied with the quality or performance of your Acorn Stairlift we will refund your money in full if you notify us within 14 calendar days of installation. This offer does not affect your statutory rights. Details are below.

**Your right to cancel**

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire 14 days after the day after the day the stairlift is installed. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email) addressed to Acorn Mobility Services Limited, Telecom House, Millennium Business Park, Station Road, Steeton BD206RB or emailed to [customerrelations@acornstairlifts.co.uk](mailto:customerrelations@acornstairlifts.co.uk). You may use the cancellation form below but this is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

## Effects of cancellation

If you cancel this contract, we will collect at our expense the stairlift that has been supplied.

We will make the reimbursement without delay, and not later than

- (a) 14 days after we have received back from you any goods supplied; or
- (b) if there were no goods supplied, 14 days after the day on which we are informed of your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless

- (i) You have expressly agreed otherwise or
- (ii) You have paid us in cash.

In any event, you will not incur any fees as a result of the reimbursement.

You are only liable for any diminished value of the goods from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

You will not be reimbursed or recompensed for any alterations that may have been made to the staircase and surrounding area nor for any marks or holes in the carpet/floor caused by the installation and subsequent removal of the stairlift.

## Data Protection Consent

This document will form part of your contract with Acorn Mobility Services Limited who will as data controller use your personal data to set up and administer the contract. When you sign the contract you consent to our using your data. Your rights in relation to your data are protected under the Data Protection Act 1998 and we will comply with your rights. Your data will only be shared with other members of the Acorn Group of companies and selected third parties that assist us in delivering services.

We will use your personal data to enable us to meet our obligations to you and administer and fulfil your order, to enable us to take payment and to provide after sales services to you and advise you on any warranty issues you may have and to market to you certain other products and services which we believe may be of interest to you. We will retain your information throughout the life of your stairlift in order to enable us to inform you or any other users of any actions required in relation to your stairlift. Your data will be held on a secure computer system. A full copy of our data protection policy is available on our website or on request from our Customer Relations Team.