

NOPAC MIDLANDS LIMITED – TERMS AND CONDITIONS

In These conditions 'The Company' means NopaC Midlands Limited / NopaC Mobility and 'The Customer' means the Person who is purchasing goods from the Company

NopaC Midlands Limited / NopaC Mobility are members of the British Healthcare Trades Association (BHTA) and signed up to the Code of Practice and a willing participant in their complaints mediation and arbitration process.

GENERAL

All estimates/quotations are made and all orders are accepted by the Company subject to the following conditions:

Estimates/Quotations shall be available for acceptance for a maximum period of 90 days from the date of estimate/quotation and may be withdrawn by the Company within such a period at any time by written or oral notice.

For sales conducted off premises, the Customer has a 14 day cancellation period from the date the goods are delivered, with any deposit made refunded within 14 days (excluding bespoke products made to the customers requirements, and proving they arrive back in the same condition as delivered). Any costs to return the goods will be met by the customer.

Where an order cannot be fulfilled and the Customer does not wish to accept substitute goods or services, a full refund will be made.

Goods supplied will be:

- Of a satisfactory quality
- Be fit for a particular purpose
- Match the description, sample or model
- Be installed correctly

DELIVERY

Delivery and completion dates will be discussed with the customer in advance of ordering/making the purchase.

Once the goods are ready the company will contact the Customer to arrange a suitable delivery date.

Alterations to the order by the Customer may result in delay in delivery which in turn will result in the delivery date being altered at no cost to the Company.

The Company will endeavour to comply with reasonable requests by the Customer for postponement of delivery but shall be under no obligation to do so and may charge the Customer with reasonable charges for storage.

The Customer must ensure the provision to the Company of adequate access to the point at which delivery is to take place and all other facilities and services necessary to enable the Company to deliver in accordance with the Customer's requirements.

The Customer will be required to check the goods on delivery and sign the delivery note/work sheet, unless the goods are delivered by carrier. Any packaging used by the Company unless otherwise

NOPAC MIDLANDS LIMITED – TERMS AND CONDITIONS

expressly agreed is intended to provide adequate protection throughout normal conditionals of transit of usual duration.

On delivery/installation by NopaC staff, training will be offered.

CANCELLATION OF ORDER

Return of deposits

BESPOKE CHAIRS & CURVED TRACK HOISTS AND CURVED STAIRLIFTS

Deposit for bespoke items are non-refundable.

STRAIGHT STAIRLIFTS, STRAIGHT TRACK HOISTS AND STANDARD CHAIRS

100% of deposit will be returned if the order is cancelled with at least 4 days' notice of the agreed delivery / installation date and time.

If the order is cancelled between 4-2 days before the agreed delivery / installation date and time 50% of the deposit will be returned. Orders cancelled after this time, no refund will be made as the chair will have been made and the track for the stair lifts cut to the size of your stair case with installers / delivery people booked to carry out the work.

Cancellations of the order must be made in the first instance by telephone and confirmed in writing and addressed to: Mrs Sally Capon, NopaC Midlands Ltd, Unit 1 Station Road, Higham on the hill, Nr Nuneaton, Warwickshire, CV13 6AG.

The customer has the right to cancel without penalty if the Company has not attempted to arrange delivery of the goods within the agreed time.

SPECIALY REQUESTED ITMES WHICH NOPAC DOES NOT STOCK

The deposit will not be returned

SHORTAGES AND DEFECTS APPARENT ON INSPECTION

The Customer shall have no claim for shortages of defects apparent on visual inspection unless the Customer inspects the goods within three working days of arrival at its premises or other agreed destination and informs the Company both verbally and in writing within this time scale.

RETURN OF GOODS

Sales conducted in our shop

Non used goods can be returned within 7 days for a full refund, goods must be unused with a valid receipt and in the same packaging and condition as purchased. After this period returns are only accepted on faulty goods with a valid receipt. Any goods specially ordered in by NopaC for the customer cannot be returned unless damaged on receipt

Sales conducted 'off site'

NOPAC MIDLANDS LIMITED – TERMS AND CONDITIONS

Type of contract	Cancellation period
a service contract	14 days, starting the day after the day on which the contract was made
a sales contract (goods or goods and services)	14 days, starting the day after the day on which the goods come into the physical possession of the consumer or the person that he/she asked to deliver the goods to. Excluding bespoke goods made to the customers requirements

The cost of return goods falls upon the customer. If NopaC collects the goods a charge of £20 + .45p per mile from CV13 6AG to the collection point will be charged.

Refunds will be made within 14 days, assuming the goods have not been used and no damage has been made to the goods

TITLE

Ownership of the goods supplied shall only pass to the Customer when the Customer has paid to the Company all sums due and payable under the order and until that time the Company may recover the goods at any time.

PRICES AND VAT

If any alteration to the design or specification of the goods ordered is requested by the Customer and agreed by the Company an appropriate alteration in the price for the goods may be made by the Company.

All prices are unless otherwise stated quoted excluding VAT.

Goods supplied for individual disabled persons at present are not subject to VAT but VAT may be charged in the event of a change in the law. The Company will require a signed declaration of disability.

DIMENSIONS AND TECHNICAL DATA

The Company reserves the right to alter or change the specification of the goods supplied within reasonable limits without notice to the Customer.

Electric Rise and Recline Armchairs are individually hand crafted so measurements may be slightly different to those stated on the literature

AFTER SALES SERVICE

The Company employs service/maintenance technicians so in the case of the equipment malfunctioning we will attend to the equipment at the delivery/installation address within 24 hours of

NOPAC MIDLANDS LIMITED – TERMS AND CONDITIONS

us receiving notification of a fault (usually the same day), and all reasonable effort will be taken to repair the goods as quickly as possible

WARRANTY

This warranty does not affect the statutory rights of the Customer but if the Customer wishes to have the benefit of the Company's warranty conditions the Customer must comply with the provisions set out below.

In the event of a defect in the goods supplied becoming apparent within the warranty period, which commences from the delivery/installation date, the Company will effect any necessary repair or replacement of parts free of charge on condition that the Customer complies with the following provisions of this warranty.

On a defect occurring during the warranty period the customer must notify the Company immediately giving full information as to the problem and not use must be made of the goods and no alteration or unauthorised repairs made to the goods prior to inspection by the Company.

Any part repaired or replaced during the warranty period is warranted for the duration of that period.

The arrangements for repair will be agreed between the Customer and the Company.

If the Customer is operating the Goods outside the U.K. the Customer must bear the transport, insurance and packaging costs incurred in having the Goods repaired or replaced by the Company.

Items of a consumable nature will not normally be covered during the warranty period unless such items have suffered undue wear as a direct result of an original manufacturing defect. These items include amongst others lubricants, motor brushes, lifting tapes, upholstery, tyres, inner tubes, brakes and similar parts. Batteries will be covered by the warranty only where they have been charged and maintained fully in accordance with the manufacturer's recommendations.

Under normal circumstances, no responsibility will be accepted where the goods have required repair or replacement as a direct result of:

The goods or part not having been maintained in accordance with the manufacturer's recommendations, where such exist and using only the specified original equipment parts.

The goods or part having been damaged by neglect, accident or improper use.

The goods or part having been altered from the manufacturer's specifications, or repairs having been attempted by anyone other than from the Company.

Fair wear and tear.

The Company offers Insurance, Extended Warranties and Maintenance agreements through Mark Bates Limited at additional costs.

FORCE MAJEURE

Neither party shall be under any liability for any delay, loss or damage caused wholly or part by act of God, governmental restriction condition or control or by reason of any act done or not done pursuant to a trade dispute whether such dispute involves its employees or not or by reason of any other act, matter or thing beyond its reasonable control, including failure by the other party to carry out the provisions of these Condition

TERMS OF PAYMENT

NOPAC MIDLANDS LIMITED – TERMS AND CONDITIONS

Payment shall be made in sterling, by either; cash, debit or credit card, bank/building society cheque or postal order on day of delivery / installation of goods.

COMPLAINTS

Complaints should be addressed to Mrs Sally Capon, Company Director, by telephone indicating there is a problem, with as much information as possible – within 2 working days.

Followed by a letter or email: sally@nopacmidlands.co.uk, confirming the complaint- within 5 working days.

Mrs Capon (or Mrs Laura Miller is away) will acknowledge the complaint by letter within 5 working days of receiving the written complaint from the Customer, this will include advice regarding how the complaint is progressing and being managed and to what time scale the investigation is likely to take.

If the customer has exhausted the companies' complaints procedure and is still not happy then the company will give the customer our contact details so that they can approach BHTA for mediation and the company will be happy to participate.

LEGAL

The contract shall be governed and interpreted exclusively according to the Law of England and shall be subject the Jurisdiction of the English Courts.

Company registration number: 4747152, Registered in Cardiff.

Registered address:

Units 1-2 Station Road, Higham on the Hill, Nr Nuneaton, Warwickshire, CV13 6AG

Please contact 01455 212 482 if you require this in larger print