

Freechoice Property Services Ltd T/A Freechoice Group ("We", "Us", "our") Terms and Conditions

These conditions do not affect your statutory rights.

The contract will be governed by and construed in accordance with English Law.

Survey

Where Freechoice Group is designing a layout or installation, all structural works will be carried out under Building Control Departments and will also include referral to a Structural Engineer if required. The liability for the Structural calculations and integrity is then the responsibility of the Structural Engineer.

If there is a change in circumstance (The clients' mobility gets worse during the manufacturing stage) and this prevents the user from using the equipment. Freechoice Group cannot be held responsible and additional costs or alterations required to make the equipment fit for purpose are the responsibility of the purchaser

Quotation

All quotations will be made in writing.

By accepting a quotation, you are also agreeing to our terms and conditions.

If you have had other contractors quoting for the same job, and their price is more competitive than ours please contact Freechoice Group, we would look into the possibility of providing a 'Price Match' for any like for like quote. You would be required to supply a genuine quote from the other contractor.

Order Confirmation/Acceptance

All orders are to be confirmed in writing to Freechoice Property Services, Unit 3 9c Thorpe Close, Banbury, OX16 4SW or to info@freechoicegroup.com.

Right to Cancel

All order confirmations are entitled to a 14 day 'cooling off' period. A notice of the right to cancel your order will be sent to you once you have confirmed your order acceptance.

You have the right to cancel the contract if you wish. This right can be exercised by delivering, or sending notice to Freechoice Group at any time within the period of 14 days starting with the date of receipt of your order acceptance. The notice of cancellation is deemed to be served as soon as it is posted or sent or in the case of email from the day it is sent.

If you have paid a deposit, and you confirm cancellation in writing to us within the '14 day cooling off' period, this will be refunded to you, unless we have ordered goods which cannot be cancelled/returned to our supplier. Any handling charge imposed by our supplier, if the goods can be returned, will be deducted from the deposit to be refunded to you.

If you would like the work to commence before the end of your 14 day 'cooling off' period (and Freechoice Group are able to schedule the work before), you MUST inform us in writing.

Cancellation after 14 days will require ALL costs to be reclaimed from you. This can include: survey, drawing and administration costs. All costs passed on will be at our sole discretion.

Bespoke Equipment

Bespoke orders will be subject to special terms. After 14 days, or earlier if the right is waived by you, a deposit is taken. There is no right to cancellation after this deposit without penalty. The cancellation fee is up to the full amount less the installation charge. VAT will also be applied if the purchaser is no longer able to claim zero VAT status (i.e. they have died). No refunds will be given under any circumstances. This applies to Curved Stairlifts and Through Floor Lifts specifically, or any made to measure product.

Materials by you

Where you are supplying your own materials, faulty supplied materials are the liability of you and additional costs to change faulty materials supplied by you are chargeable, including ALL associated works.

Deposit

Unless an approved Credit Account is held, and after the 14 day period has elapsed, prior to commencement of works, a deposit will be taken where materials will be purchased on your behalf.

A deposit of 20% of the value of the goods to be ordered is to be taken at the time of your order confirmation.

For non-account holders, a deposit, staged payment and final payment will be agreed with you at order confirmation.

Delivery

Delivery of all goods is subject to manufacturer delivery times.

Aborted Calls

If you are not in or are unavailable when an engineer arrives to commence works at an agreed time and date, this will be chargeable pro rata to the proposed works.

Preparatory works

If preparatory works are carried out by other contractors and that work is substandard or incorrect, preventing our work being carried out, this is chargeable pro rata to the proposed works. Aborted charges will apply at £600.00 per day.

Asbestos

In the event of asbestos being suspected as present in the property, an asbestos survey will need to be carried out before any works can be started. The cost of this survey will be at your expense. If asbestos is discovered once work has commenced, all works will be halted until it is safely removed.

Installation of goods

We will always attempt to install any product with reasonable care and skill, and we will always attempt to install the product at the time arranged with you. When we make arrangements for installation, we are as careful as possible to inform you of accurate dates, but we are not in a position to guarantee these dates. Failure by us to install at a pre-arranged date, will not give you the right to cancel the order and claim damages from us.

If there is a change in circumstance (You mobility gets worse during the manufacturing stage) and this prevents you from using the equipment, Freechoice Group cannot be held responsible and additional costs or alterations required to make the equipment fit for purpose are your responsibility. In the event of alterations being necessary to enable safe use, permission must be given for these alterations to take place. In cases where permission is refused, the product supplied must still be paid for by the purchaser.

Where bespoke equipment has been ordered and delivery to our depot has been made by the manufacturer, the installation of that product must be carried out no later than 21 days following our acceptance of delivery from our supplier. If installation is not made for any reason outside of our control, full payment, less installation charge, must be made by the purchaser.

On the day of installation, the stairlift will be demonstrated to you or your representative. For Multiple user installations, such as Nursing Homes or Public Buildings, it is the responsibility of the building owner or manager to ensure that an attendant is present at the "installation handover" so that they can be trained and informed of their responsibilities to oversee and control the use of the stairlift at all times.

Payment

Payment terms will be set out on your invoice. Generally, full payment is required on completion of works/installation.

For bespoke equipment, installation and/or full payment is due no later than 4 weeks after we have accepted delivery into our warehouse.

Any warranty will not be activated if there are monies outstanding on the account. The credit period is the snagging period which is 30 days from invoice.

Prior to any final payment being taken, any snags arising from the works will be attended to within 14 days and cannot prevent final payment. If we cannot attend within 14 days, this period will be extended at our discretion.

In the event of late payment, Freechoice Group reserve the right to charge interest on the whole of the outstanding amount (including VAT) from the date payment was due until actually made in accordance with "The Late Payment of Commercial Debts (Interest) Act 1998".

All materials whether waiting despatch or installed (in part or complete) shall remain the property of Freechoice Group until the contract value or agreed cancellation charge has been paid in full.

VAT Declaration

If you are purchasing a mobility product for your own personal use, you may be eligible for relief from and Value Added Tax (VAT) applicable to your purchase under Group 12 of Schedule 8 of the Value Added Tax Act 1994.

Warranty of Goods

Any defects arising over the following 12 months (The Warranty period) caused by faulty materials will be rectified by Freechoice Group free of charge.

Any defects that arise must be reported to directly Freechoice Group as soon as possible by the client or client representative. If third party contractors are employed without Freechoice Group permission, all warranties will be void and cancelled.

The warranty does not include damage or defects caused by abuse, misuse or error on your part, or your failure to follow engineer instructions on how to use the equipment.

Any defects arising from situations beyond our control, third party intervention, fire, flood, etc. are not covered. Work carried out, including exploratory and investigatory works, will be charged for if the root cause of the defect falls into this category.

All materials supplied by Freechoice Group are warranted by Freechoice Group but that warranty is limited to replacement of the part only and the warranty Terms and Conditions of the manufacturer only. No contingency claim will be accepted including consequential loss.

If the equipment, has been condemned beyond repair, or recommended that a replacement is installed, we will not attend any subsequent call outs.

No replacement product will be provided unless the manufacturer deems it necessary.

If an advance payment is made for extended warranty, in the event of the death of the user or any other cancellation reason, no refund will be given under any circumstances.

We will be responsible for regular servicing of your stairlift after the guarantee period ONLY if you have first signed a Service Agreement with us.

A full copy of our 'Stairlift Warranty Term and Conditions' can be forwarded to you if requested.

Equipment Hire (Rental Lifts)

All hired equipment remains the property of Freechoice Group.

No third party can work on any of our hired equipment. If a third party work on the equipment, without Freechoice Group's permission, the hired equipment will be removed.

The equipment cannot be removed without Freechoice Group's permission.

Any missed payments outstanding must be paid before the end of the hire agreement or as below before any breakdowns are attended to and rectified.

Good care must be taken of hired equipment.

The hirer is liable for all damage to hired equipment and only lift related faults are covered under the agreement. All other faults are chargeable. All Electrical Power is the hirers' responsibility.

A full copy of our 'Rental Terms and Conditions' can be forwarded to you if requested.

Removal of Goods (Lifts)

Freechoice Group are conscious of the requirement to provide a complete end to end service for their customers and therefore should you no longer require your stairlift we can remove this for you and dispose of it responsibly in accordance with environmental standards.

There may be a charge for this service. If your stairlift is in good condition and has been regularly serviced by Freechoice Group, we may be able to remove and recondition it for re-use, free of charge.

Data Protection

Freechoice Group will, as data controller, use personal data in accordance with the Data Protection Act 1998.

Liability

Freechoice Group's liability is limited to the terms of our Public Liability Insurance Policy. No personal or contingent claim, directly or indirectly will be entertained.