

1. Application of these Terms and Conditions

- 1.1 These terms and conditions shall apply to all orders placed through **AcornClub.com** ("the Website") for products which are being delivered outside the UK. If your order is for products which are being delivered in the UK, please refer to our UK Terms and Conditions of Sale.
- 1.2 This website is owned and operated by Acorn Mobility Services Limited which is a company registered under company number 2593771 in England and Wales with VAT registration number 607057749 and with its registered office at Telecom House, Millennium Business Park, Steeton, BD20 6RB ("Acorn", "us", "we" or "our" for short).
- 1.3 "You" and "your" means you as a purchaser of products.
- 1.4 If you purchase products through the Website, your contract for those products will be with the party from whom you purchase your stairlift. See section 13 for details in the event of a query.

2. Orders

- 2.1 We will take reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any information you provide when accessing or ordering from the Website.

3. Description of products

- 3.1 We take all reasonable care to ensure that all details, descriptions and prices of products appearing on the Website are correct at the time when the relevant information was entered onto the Website.

4. Contract Formation and Electronic Contracting

- 4.1 The steps required to create the contract between you and us are as follows:
 - 4.1.1 You place the order for your products on the Website by pressing the 'Buy Now' button.
 - 4.1.2 If your order is accepted by us, you will receive an order acceptance email from us detailing the products you have ordered. The order acceptance email from us will form the contract between you and us.
 - 4.1.3 Completion of the contract between you and us will take place on the despatch to you of the products ordered unless we have notified you that we do not accept your order, or you have changed or cancelled the order in your 'My Account' area of the Website.

5. Non-acceptance of an order

- 5.1 Non-acceptance of an order may be a result of one of the following:
 - The product you ordered being unavailable from stock
 - Our inability to obtain authorisation for your payment
 - The identification of a pricing or product description error
 - We reserve the right to limit the number of a given item that can be bought by an individual customer should we deem it appropriate. We also reserve the right to suspend your account if we notice an unusual pattern of activity. In the event that this happens, you will receive an email to notify you of this.
- 5.2 Should we have taken payment prior to non-acceptance of your order, we will refund you but please note that it can take up to 5 working days for the bank to transfer funds to you.

6. How to cancel an order

- 6.1 When you buy products online, you have cancellation rights as detailed below.
- 6.2 If you reside within the EU, you are entitled to these rights under EU Directive on Consumer Rights 83/2011. If you reside in a non-EU country, we offer the same rights to you.
- 6.3 You are entitled to cancel your contract if you so wish, provided that you exercise your right no later than 14 days after the day on which you receive the products.
- 6.4 Your right to return or cancel products does not apply to products that are made to measure or are made to your specification. This doesn't affect your statutory rights if products are faulty or not as described.
- 6.5 If you wish to exercise your right of cancellation, you are obliged to retain possession of the products and take reasonable care of them until they are returned to us.

- 6.6 To exercise the right to cancel, you must inform us of your decision to cancel your contract by a clear statement, including details of your name, address, details of the order you wish to cancel and your phone number and email address.
- 6.7 You can cancel by email to support@acomstairlifts.com.
- 6.8 If you decide to cancel, you should return the products to us within 14 days of such cancellation. You will be required to bear the cost of the return of your order.
- 6.9 We will reimburse to you (by the method used to pay for the original transaction) the amount in relation to products and delivery (if applicable), within 14 days of receipt of the returned order.
- 6.10 You may also cancel your contract if the products are damaged, faulty or not as described, in which case we will refund the cost of returning the products in addition to the amount of in relation to the product and delivery.
- 6.11 These Terms and Conditions are in addition to any statutory rights and remedies you may have under English law and your country of residence.

7. Limitation of Liability

- 7.1 We will be responsible to you for foreseeable loss and damage caused by us.
- 7.2 If we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of us breaking the contract between you and us or failing to use reasonable care and skill.
- 7.3 Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both us and you knew it might happen.
- 7.4 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees or agents, for fraud or fraudulent misrepresentation or for breach of your legal rights in relation to the products.

8. Severance and survival

- 8.1 If any part of these Terms and Conditions shall be deemed by a competent Court to be unlawful, void or for any reason unenforceable, then that provision shall be capable of being severed and separated from these Terms and Conditions and shall not affect the validity and enforceability of any of the remaining provisions of the Terms and Conditions, which shall remain in force.

9. Waiver

- 9.1 If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

10. Entire Agreement

- 10.1 These Terms and Conditions govern our contract of sale with you.
- 10.2 You confirm that, in agreeing to accept the Terms and Conditions, you have not relied on any representation save in so far as the same has expressly been made a term of these Terms and Conditions and you agree that you shall have no remedy in respect of any representation.
- 10.3 Your statutory rights are not affected by these Terms and Conditions.
- 10.4 Nothing in this clause shall limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of the Terms and Conditions.

11. Right to change

- 11.1 We reserve the right to change these Terms and Conditions from time to time but any changes will not apply to any orders that we have accepted prior to the change being made.

12. Law and Jurisdiction

- 12.1 These Terms and Conditions shall be governed by and construed in accordance with English law.
- 12.2 All claims or disputes arising in relation to or in connection with any contract (any order for products) under these Terms and Conditions shall be governed by English law.
- 12.3 You may bring a claim to enforce your consumer rights in connection with these Terms and Conditions before the courts of your resident country, as laws in your country of residence may also apply to allow you certain additional consumer protections. In addition, you are also entitled to bring a claim before the Courts of England and Wales.

13. Contact Details

13.1 On completion of sale your contract will be with the relevant company below, subject to the company you originally bought your stairlift from. This is shown on your original contract for the purchase of that stairlift. If in doubt please email support@acornstairlifts.com for more assistance.

Australia

Acorn Stairlifts Pty Ltd with a registered office at Unit F, 6 Narabang Way, Belrose, NSW 2085 with company number 112320493
Email: info@acornstairlifts.com.au

New Zealand

Acorn Stairlifts Pty Limited with a registered office at 5a Lorien Place, East Tamaki, Auckland, 2013, NZ with company number 2157494
Email: info@acornstairlifts.com.nz

Germany

Acorn Treppenlifte GmbH with a registered office at Schwanenhofe, Erkrather Strasse 234b, 40233, Dusseldorf, Germany
with company number HRB 737982
Email: info@acornstairlifts.de

Italy

Acorn Montescala with a registered office at Via Mario Giuntini, 192/A, 56021, Cascina, Italy with company number PI189492
Email: info@acornstairlifts.it

South Africa

Acorn Stairlifts (Proprietary) Ltd with a registered office at Unit 15 Prema Park, 12 Engine Road, Montague Gardens, Cape Town, 7441, South Africa
with company number 2013/172207/07
Email: info@acornstairlifts.co.za

Canada

Acorn Stairlifts (Canada) Inc with a registered office at Unit 101 - 5555 North Service Road, Burlington, Ontario, L7L 5K7, Canada with company number 002019934
Email: info@acornstairlifts.ca

USA

Acorn Stairlifts Inc with a registered office at 7001 Lake Ellenor Dr, Orlando, 32809, Florida with company number P98000051670
Email: info@acornstairlifts.com