

# Terms & Conditions of Sale

## 1. Parties

**1.1** 'The Company' means Rapid Mobility Ltd or subsidiary company as appropriate.

**1.2** These terms and conditions apply to any individual, representative, or company who make any purchase or request quotation for any good or service from the Company.

## 2. Quotations

**2.1** All quotations are made & orders and purchases accepted subject to the following conditions. Any other terms, conditions, or amendments whatsoever are excluded from the contract or any variations thereof unless expressly accepted by the Company in writing.

**2.2** Quotations are open for acceptance for a maximum period of 30 days from the date thereof & may be withdrawn by the Company at any time by written or oral notice.

## 3. Delays and cancellations

**3.1** Times & dates for delivery installations, repairs or other works are given as accurately as possible but are not guaranteed. The customer shall have no right to damages

or to cancel the order for failure, for any cause, to meet any times or dates stated.

**3.2** Failure of the customer to give reasonable notice that delivery, instillation, repairs or other works cannot take place at the agreed date and time shall mean the customer will pay such additional costs, expenses or losses incurred by the Company.

**3.3** Cancellation will only be agreed by the Company on the condition that all costs & expenses incurred by the Company up to the time of cancellation & all loss of profit & other loss or damage resulting to the Company by reason of such cancellation will be paid forthwith by the customer to the Company.

#### 4. Title of good

**4.1** Risk shall pass to the Customer upon delivery so that the customer is responsible for all loss, damages or deterioration to the good, independent of passing title.

**4.2** Title to the goods or any relevant part thereof shall be retained by the Company until the customer has paid the Company all sums due under the contract or when the Company serves notice on the customer in writing specifying that title in the goods or part thereof has passed.

**4.3** The Company may recover goods in respect of which title has not passed to the customer at any time & the customer hereby licenses the Company, its officers,

employees & agents to enter upon the premises of the customer for the purposes of recovering any goods in respect of which title has not passed to the customer.

## 5. Cost and payments

**5.1** Prices are unless otherwise stated quote net ex, works exclusive of VAT. Alterations required by the customer shall be chargeable extra.

**5.2** Payment shall be immediate unless otherwise agreed by the Company. The company shall be entitled without prejudice to any other right or remedy to charge interest on the outstanding amount at the rate 5% per annum above the base rate of Barclays Bank.

**5.3** For scooter sales where the scooter is to be ordered from a distributor, payment must be made to place the order. Confirmation of payment will be provided in writing by post or email if not in store.

## 6. Returns

**6.1** A 'cooling-off period' of 14 days from receipt of good will be available for non-bespoke products bought over the phone or online only. A 'cooling-off period' of 7 days is available for non-bespoke products bought in store.

**6.2** Returns within the 'cooling-off period' may only be made if unused, with original packaging and receipt and will

receive a full refund including standard postage but not special postage. If the good is returned to the Company by post, returns must be made at the cost of the customer and should be packaged in such a way that no damage is made to the good in transit.

**6.3** The customer will be liable for any damage caused in transit or any reduction of good value due to use, misuse, neglects or accident. Refunds will be made within 14 days of notification of intention to cancel within the ‘cooling-off period’.

**6.4** Returns made after the ‘cooling-off period’ will not be refunded.

## 7. Defective goods

**7.1** In the event of a defect on the goods supplied becoming apparent within the guarantee or warranty period stated in the contract or, if not stated, 6 months of the delivery date the Company shall itself or by an authorised dealer/repair agent effect any repair or replacement deemed necessary by the Company free of charge subject to:

1. Full payment having been made under the terms of the contract.
2. The goods or part having been properly maintained and not being obsolete.
3. The goods or part not having been damaged by neglect, accident or improper use.

4. The goods or part not having been altered or repairs having been attempted by any other person or agency.
5. Fair wear and tear.
6. Repair works are guaranteed for 3 months unless stated otherwise and subject to 1-5.
7. Batteries are guaranteed for 3 months unless stated otherwise and subject to 1-5.

**7.2** Items of a consumable nature will not normally be covered during the warranty period unless such items have suffered undue wear as a fault of an original manufacturing defect.

**7.3** The Company reserves the right to replace sold 2nd hand or user parts or goods with 2nd hand parts or goods under the warranty. Any part repaired or replaced during the warranty period is warranted for the duration of that part only.

## 8. Company liability

**8.1** The Company shall not be liable or responsible for any death or injury in any circumstances except that which is the direct result of negligence by the Company or its operations. Further under no circumstances whatsoever shall the Company be liable for consequential (including removal or rectification works required in connection with instillation of repaired substitute goods) death or injury.

**8.2** The Company shall not be under any liability for any delay, loss or damage caused wholly or in part by an 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 office or 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 the provisions of these conditions.

## 9. Jurisdiction

**9.1** All trade and disputes in connection with the Terms & Conditions above, Rapid Mobility Ltd, any subsidiary, agent or representative, when acting on behalf of Rapid Mobility Ltd, shall be interpreted in accordance with the laws and governed by the courts of England and Wales.

**9.2** All local matters in connection with the Terms & Conditions above, Rapid Mobility Ltd, any subsidiary, agent or representative, when acting on behalf of Rapid Mobility Ltd, shall be considered to be in the jurisdiction of Dorset Council.

## Conditions of Hire

1. Payment must be made in full before the first day of hire.
2. Cancellations for hire periods less than 7 days will be accepted at no charge up to 24 hours before start date. Cancellations for hire periods longer than 7 days will be accepted at no charge up to 48 hours before start date. Cancellations received after these respective days will be charged at half the hire fee.
3. The hirer is responsible for any accidental damage to the hire and any damage caused as a result of misuse or neglect.
4. The hirer is responsible for any loss of the hire or accessories whilst in their possession.
5. The hirer is responsible for charging power chairs and scooters.
6. The hirer may be charged a call out fee if hire fault is due to non charging or damage caused by the hirer.
7. Rapid Mobility Ltd will not be responsible for any damage caused to person or property by the hirer.
8. Rapid Mobility Ltd will be responsible for the working function of the hire and any call out due to fault incurred through normal use will not be charged.
9. Rapid Mobility Ltd will replace any faulty hire for the completion of the hire period at no charge. No other remuneration for cancelling part of the hire period without fault to Rapid Mobility Ltd is available.
10. Non return of the hire or unavailability of collection on the due date will result in charging at the full daily rate for each day or part thereof that the hire is not returned or available to collect.

11. All hires are for single persons use only unless stated otherwise. The carriage of passengers including children is prohibited.
12. All hires should only be used by the named operator.