



Your New Power Chair: Our Terms & Conditions

Call: 0800 626 829 or 01234 854 954

www.easymobility.co.uk

Registered address:

Easy Mobility Ltd.
Unit 7 Littleton House,
Littleton Road, Ashford,
Surrey TW15 1UU
Tel 01234 854 954

Company's Registered Number: 4151648

20 April 2016

INTRODUCTION

At Easy Mobility, we take pride in providing excellent customer service – before, during and after you take delivery of a power chair.

Wherever you are in the UK, we provide assessments and demonstrations of the latest in powered wheelchairs in the comfort of your own home.

We have a team of people who are fully trained in all aspects of the powered wheelchairs we supply and maintain. We also have a specialist in paediatric assessment and products and work with a number of hospitals, councils and special schools.

If you prefer, we are happy for you to visit our workshops to test drive different products and discuss your needs, please book an appointment.

We are one of very few mobility companies in the UK to provide a 7 day a week call centre which is open from 8am until late – to ensure peace of mind is just a free phone call away.

The Easy Mobility engineering team service and maintain the power chairs we provide.

Please feel free to contact us at any time for information, advice or to discuss your requirements.

Easy Mobility's Terms & Conditions for the sale of goods follows.



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TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. Interpretation

1.1 In these Conditions: "the Company" means Easy Mobility Limited; "the Customer" means the individual, firm or company whose order for goods is accepted by the Company; "Goods" means the goods listed on the order form; "Conditions" means the terms and conditions of sale of the Company set out in this document; "Contract" means the contract for the sale of the goods from the Company to the Customer; "Order Form" means the order form attached to these Conditions; "Writing" includes telex, cable, email and facsimile transmission.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Application of Terms

2.1 *To protect your own interests please read the conditions carefully before signing them. ... If you are uncertain as to your rights under them or you want any explanation about them please write or telephone to our customer queries department, at the address and telephone number set out above.*

2.2 Each order or acceptance of a quotation for Goods by the Customer from the Company shall be deemed to be an offer by the Customer to purchase Goods subject to these Conditions.

2.3 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued and executed by the Company.

2.4 Any quotation is given on the basis that no Contract shall come into existence until the Company despatches a written acknowledgment of order to the Customer.



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3. Description

- 3.1 The quantity and description of the Goods shall be as set out in the Company's quotation or acknowledgment of order.
- 3.2 The Company shall use its reasonable efforts to supply the Goods in accordance with any specification submitted by the Customer and approved by the Company, but may effect minor modifications to any such specification without the Customer's approval.
- 3.3 The Company offers an annual on-site Service Maintenance Agreement in order to provide the Customer with after-sales support and service for the Goods; further details of this service may be obtained by contacting the Company at the address provided in Condition 10.1.

4. Price of the Goods

- 4.1 The price of the Goods shall be the price quoted by the Company in the Order Form, unless indicated otherwise in the written acknowledgment of order issued pursuant to Condition 2.4.
- 4.2 If the Customer is a business customer, the price of the Goods shall be excluding any applicable Value Added Tax, which shall be added to the price of the goods at the appropriate rate. If the Customer is a consumer, the price of certain goods shall be exclusive of any applicable Value Added Tax if the Customer is eligible for Value Added Tax relief, if not, Value Added Tax shall be added to the price of the Goods at the appropriate rate. A Customer is a business customer if the Customer purchases Goods from the Company for the purposes of the Customer's business, trade or profession, rather than for private use. All other Customers are consumers.

5. Terms of Payment

- 5.1 Where the Customer purchases the Goods other than in the circumstances described in Condition 5.2 below, the Customer shall make payment of a deposit to the Company of 50% of the price of the Goods, unless agreed otherwise with the Company. The Customer shall pay in full for the Goods, upon delivery of the Goods to the Customer pursuant to Condition 6.1.
- 5.2 In any instance where the Customer will be financing the purchase of the Goods by obtaining a loan from a finance company, delivery of the Goods shall not take place until the application for the loan has been approved by the finance company and such approval has been notified to the Company. Upon delivery of the Goods to the Customer pursuant to Condition 6.1, the Customer shall sign a satisfaction note and/or such other documentation as may be required by the particular finance company concerned.



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5.3 If the Customer does not pay in full for the Goods upon delivery thereof, then without limiting any other remedy available to the Company under the Contract or otherwise at law, the Company shall be entitled to:

5.3.1 retain any deposit already paid to the Company (together with any interest accrued thereon); and

5.3.2 charge the Customer interest on the unpaid amount of the price of the Goods at the annual rate of 3 % above Barclays Bank plc's base lending rate from time to time, until payment is made in full, whether before or after any judgment.

6. Delivery

6.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Customer's address as notified to the Company on the Order Form. All carriage charges, including any costs in relation to transport, insurance and unloading, shall be included in the price of the Goods, unless stated otherwise by the Company in the Order Form or the written acknowledgment of order issued pursuant to Condition 2.4.

6.2 The Company will use its reasonable endeavours to meet any date quoted or requested for delivery of the Goods. However, time for delivery shall not be made of the essence by notice and if the company is unable to fulfil any designated delivery date, due to circumstances beyond our control, the company may extend any such delivery date by up to six weeks from the date of the Company's written acknowledgment of order, provided that if the Company is unable to deliver the Goods by the extended delivery date the Customer shall be entitled to cancel the Contract upon written notice to the Company, whereupon any deposit paid by the Customer shall be returned in full. For the avoidance of doubt, in any instance where the Customer will be financing the purchase of the Goods by obtaining a loan from a finance company, any delivery date which is designated following notification of approval of the loan application to the Company pursuant to Condition 5.2 may be extended by up to six weeks from the date of said notification.

6.3 The Goods must be examined as soon as possible following delivery and any claim with respect to the Goods must be notified to the Company in accordance with the provisions of Condition 8.4.

7. Risk and Title

7.1 Risk of damage or loss to the Goods shall pass to the Customer at the time of delivery of the Goods pursuant to Condition 6.1 or, if the Customer wrongfully fails to take delivery of the Goods, at the time when the Company has tendered delivery of the Goods.

7.2 Notwithstanding the passing of risk in the Goods as specified in Condition 7.1 above, ownership of the Goods shall not pass to the Customer until the Company has received in cleared funds payment in full of the



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price of the Goods and all other goods agreed to be sold by the Company to the Customer for which payment is then due.

7.3 Until such time as the ownership in the Goods passes to the Customer, the Customer shall hold the Goods as the Company's agent and shall keep the Goods separate from those of the Customer and third parties and shall ensure that the Goods shall be properly stored, protected and insured and identified as the Company's property.

7.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness, any of the Goods which remain the property of the Company.

8. Warranties and Liability

8.1 Subject to Condition 3.4 and to the other provisions of this Condition 8 set out below, the Company warrants that at the time of delivery, the Goods will correspond with their specification and shall be free from defects in material and workmanship.

8.2 Any claim by the Customer which is based on any defect in the quality or condition of the Goods, or any failure of the Goods to correspond with their specification, shall be notified to the Company within a reasonable time after the discovery of the defect or failure. Any and all claims by the Customer pursuant to this Condition 8.3 will be remitted by the Company to the manufacturer of the Goods for assessment; upon request by the Customer, the Company will provide the Customer with interim replacement Goods for the duration of the

Customer's claim, subject to the payment of a deposit by the Customer to the Company (in an amount to be notified by the Company to the Customer) in order to protect the Company against any loss of, or damage to, the Goods whilst they are in the Customer's possession.

8.4 The warranty provided in Condition 8.1 is provided on a return-to-base basis, unless the Customer has entered into the annual on-site Service Maintenance Agreement referenced at Condition 3.5. The Customer should refer to the manufacturer's user manual provided with the Goods for full details of the manufacturer's warranty entitlement.

8.5 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control.

8.6 Nothing in this Condition 8 shall limit the liability of the Company for death or personal injury insofar as either shall be caused by the Company's own negligence.



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9. Insolvency of Customer

9.1 This Condition shall apply if:

9.1.1 The Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

9.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

9.1.3 the Customer ceases or threatens to cease, to carry on business; or

9.1.4 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

9.2 If Condition 9.1 applies, then the Company shall be entitled to cancel the Contract or suspend any delivery or further deliveries under the Contract without any liability to the Customer. If the Goods have been delivered but not paid for in full, the price of the Goods shall, without prejudice to the provisions of any other Condition, become immediately due and fully payable.

10. General

10.1 Any notice required to be given to the Customer under these Conditions shall be given in Writing to the Customer at the Customer's address as notified to the Company on the Order Form and any notice required to be given to the Company shall be given in Writing addressed to Easy Mobility Limited Unit 7 Littleton House, Littleton road. Ashford, Middlesex TW15 1UU

10.2 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision

10.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

10.4 The Company and the Customer do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

10.5 These Conditions and the Contract shall be governed by the laws of England, Wales and Scotland the Company and the Customer agree to submit to the non-exclusive jurisdiction of the Courts of England, Wales and Scotland.



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11. Cancellation

11.1 If a contract is entered into in the consumer's home or place of work you have the right to cancel the contract in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Your right to cancel begins on the day the contract is entered into and ends 14 days after the day on which the goods come into your possession, or the possession of any other person you ask us to deliver the goods to.

You may exercise your right to cancel using the model cancellation form provided, or using any other means of communication. On cancellation of the contract, all monies will be returned to you within 14 days of the goods being returned to Easy Mobility Ltd, or collected by them. However if the value of the goods has been diminished through use of them during the cancellation period we will deduct a sum from your reimbursement to cover this.

Cancellation form

To Easy Mobility Ltd, Unit 7 Littleton House, Ashford Road, Ashford, Surrey, TW15 1UU:

I/We..... hereby give notice that

I/We..... cancel my/our contract

of sale of the following goods.....

Ordered on:

Name of consumer(s):.....

Address of consumer(s):.....

Signature of consumer(s):.....

Date:



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SERVICING

Easy Mobility service and repair all makes and models of electric wheelchairs and mobility scooters.

Our team of service engineers are fully trained on the servicing and repair of all the products we sell and many more.

We recommend that power chairs and scooters are serviced once a year. If we supplied the product originally, we will call you after one year to remind you that your product is due for an annual safety check. If we are unable to make contact by phone, then we will send you a postcard asking if you would like us to carry out a safety check.

Service maintenance agreements are also available to our customers when they purchase new power chairs.

Service Maintenance Agreements

When a customer decides to purchase a new powered wheelchair, we also offer a Service Maintenance Agreement. We feel that this is great value for money as it provides on-site support from one of our service engineers or co-operatives anywhere on the UK mainland. This could be at home, at your place of work, on holiday retreats and relocation premises.

If you decide you would like a Service Maintenance Agreement after you have purchased your power chair – or if you did not buy your chair from Easy Mobility – you may still be eligible. The chair will be inspected and serviced (which will be chargeable) prior to a maintenance agreement being offered if the chair is suitable. We retain the right to refuse to offer an agreement if we feel the chair is in a poor condition or obsolete.

A Service Maintenance Agreement covers the costs of:

- Callout
- Mileage, congestion charges, parking and tolls
- Labour charges
- Unlimited manufacturer's warranty callout charges for on-site services* (see note below). I
- Your first annual service and safety inspection.



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Re-adjustment of seating, headrests, backrests, leg rests and any other components are limited to two visits per year.

Exceptions that are not covered include:

- Ferry charges
- Accidental damage: this could be covered under an accidental insurance policy (if you have one)
- Parts: these are chargeable, with the exception of parts supplied by the manufacturer under warranty

If the part that you require is urgent and you wish to order the part prior to the manufacturer's authorisation, you can do so on a pay and claim basis. Therefore you pay for the part including callout, labour and travelling cost for the engineer. If the part is found to be covered under warranty you will receive a refund of the part and labour charges also other reasonable expenses. If you have a service maintenance agreement, callout and travelling costs would also be covered.

We do have a limit for callouts known as 'user error', for example, where a client has not charged the product correctly or where the free wheel lever was not in the correct position. These are limited to two per year and are chargeable thereafter.

Although it rarely happens, if a product has to be returned to our workshop for repair, a free loan chair can be provided, subject to suitability and availability. We cannot guarantee like for like, however, as most of our loan chairs have no electrical options and are not tailor-made for individual customers.

Easy Mobility's Terms & Conditions for Service Maintenance follow.

** Please note: generally, the manufacturers only pay for parts and workshop labour, and only when a part has been authorised by themselves for repair/replacement. Adjustments, repairs and replacements of consumables – for example, tyres, inner tubes, bulbs, batteries, bearings and any other wearing parts – are not warranty items unless there is a manufacturing defect. The manufacturers will not pay for any other costs including travelling, parking, tolls and callout charges.*



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Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Maintenance Services: the preventative maintenance services and/or the remedial (call-out) maintenance services undertaken in relation to the Equipment which shall be covered by the Service Charge and which are set forth on Schedule 1.

Service Charge: the charge which shall be payable for Maintenance Services and which is set forth on Schedule 1. For the avoidance of doubt, the Service Charge shall include call out charges, mileage, congestion charges, parking charges, tolls and labour charges.

Services: The Maintenance Services and the Additional Services, or either of them.

- 1.2 Words in the singular include the plural and in the plural include the singular.
- 1.3 A reference to one gender includes a reference to the other gender.
- 1.4 Condition headings do not affect the interpretation of these Conditions.
- 1.5 Any Schedule forms part of this Agreement and shall have effect as if set out in the full body of this Agreement and any reference to this Agreement includes the Schedules.

2. COMMENCEMENT AND DURATION

Subject to Condition 8, the Services shall be provided from the Commencement Date for the Initial Contract Term and shall continue to be provided thereafter for subsequent periods of 12 months duration, unless the Agreement is earlier terminated by one of the parties to this Agreement giving to the other one month's written notice of termination. If notice as aforesaid is given by the Customer, the Customer shall be liable to pay any and all outstanding Charges up to and including the date of termination, If notice as aforesaid is given by the Company, the Company shall reimburse the Customer for any Charges referable to the period of one month's notice, up to and including the date of termination. For the avoidance of doubt, no payment pursuant to this Condition 2 shall be payable by the Company if the Company terminates the Agreement pursuant to Condition 8.



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3. OBLIGATIONS OF THE COMPANY

3.1 The Company shall provide the Services to the Customer under the Agreement from the Commencement Date.

3.2 With respect to any preventative maintenance visits, the Company shall use its reasonable endeavours to meet any specified performance dates, but any such dates shall be estimates only and time shall not be of the essence.

3.3 With respect to any requests for remedial (call-out) maintenance from the Customer, the Company shall use its reasonable endeavours to meet any specified response times, but any such times shall be estimates only and time shall not be of the essence.

3.4 The Services shall not include:

(a) Any work in relation to anything which does not form a part of the Equipment; and

(b) Any maintenance or repair work with respect to any modification of, or addition to, the Equipment, if any such modification or addition has been undertaken without the Company's prior consent; and

(c) The repair of any damage to the Equipment caused by fire, lightning, water, or explosion; and

(d) The remedy of any defect resulting from any misuse of, neglect of, or wilful or accidental damage to the Equipment, or from any failure to follow any instructions contained in any operation or maintenance manual published for, or otherwise specified to be appropriate for use in conjunction with, the Equipment, or from any failure to follow any written or oral instructions of the Company; and

(e) Any additional preventative maintenance visit or remedial (call-out) maintenance response which, in either case, is requested or required because some act or omission of the Customer has prevented, suspended or delayed the performance of any obligation of the Company, or is requested or required because of the Customer's failure to perform, suspension or delay in the performance of any of the Customer's obligations under the Agreement.

3.5 If the Company's performance of its obligations under the Agreement or otherwise is prevented, suspended, delayed or otherwise adversely affected by any act or omission of the Customer, its agents, subcontractors, consultants or employees, or from any fraud or negligence of the Customer, or from any failure to perform, suspension or delay in the performance of any of the Customer's obligations under the Agreement or otherwise, the Company shall not be liable for any costs, charges



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or losses sustained or incurred by the Customer arising directly or indirectly from such prevention, suspension, delay or adversely affected performance of the Company's obligations.

3.6 The Customer and the Company shall meet with such frequency as may be determined by the Company in order to monitor the progress of the Services or to deal with any other matters whatsoever, arising under or in connection with the Agreement. The Company shall notify the Customer if it becomes apparent that the performance of the Services is likely to be delayed, but without prejudice to the provisions of Condition 3.2, time shall not be of the essence in the performance of the Services.

4. OBLIGATIONS OF THE CUSTOMER

4.1 The Customer shall furnish the Company with complete and accurate information both prior to and during any preventative maintenance visits, such as will enable the Company to fulfil the Company's obligations under the Agreement.

4.2 The Customer shall ensure that any request for remedial (call-out) maintenance contains complete and accurate information such as will enable the Company to fulfil the Company's obligations under the Agreement.

4.3 The Customer shall co-operate with the Company in all matters relating to the Services including, without limitation, immediately providing the Company with any manuals and handbooks upon request.

5. THE CHARGES

5.1 The Customer shall pay the Charges to the Company.

5.2 The Charges shall be exclusive of any VAT, which the Customer shall pay to the Company on the due date for payment of the Charges.

5.3 The Customer shall pay to the Company any additional sums which, in the Company's sole discretion, are required as a result of the Customer's instructions or lack of instructions, or any other cause attributable to the Customer directly or indirectly, including, without limitation, any failure by the Customer to fulfil any obligation set forth in Condition 4. The Company reserves the right to increase the Charges due to any change in the Services requested by the Customer, or any delay caused by any instructions of the Customer.



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5.4 Without prejudice to Condition 5.3, the Company reserves the right to review and increase the Charges annually, provided that the Company gives the Customer 30 day's prior written notice of any such increase.

6. PAYMENT

6.1 The Customer shall pay the Service Charge stipulated in Schedule 1 together with any Additional Charges listed in Schedule 1 (or otherwise invoiced to the Customer) to the Company, in each case within 30 days of the date of the Company's invoice.

6.2 Time for payment shall be of the essence.

6.3 No payment shall be deemed to have been received until the Company has received cleared funds. In the event that the Customer tenders payment by cheque and said cheque is returned unpaid to the Company, the Customer shall reimburse the Company for any bank charges incurred by the Company.

6.4 All payments payable to the Company under the Agreement shall become due immediately on its termination despite any other provision.

6.5 If the Customer fails to pay the Company any sum due pursuant to the Agreement, the Customer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 3 % above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment.

6.6 Without prejudice to Condition 6.5, any failure by the Customer to pay the Company any sum by the due date for payment and/or the occurrence of any one or more of the events set forth in Condition 8 (a) or (b), shall entitle the Company, at any time and without notice to the Customer and without limitation to any other remedy available to the Company under the Agreement, or otherwise:

6.7.1 To suspend or cancel the performance of any Services; and

6.7.2 To treat the Agreement as having been repudiated by the Customer.

7. INTELLECTUAL PROPERTY RIGHTS

Any and all Intellectual Property Rights (howsoever arising), in relation to the Services shall at all times vest in and belong solely to the Company and nothing in the Agreement or otherwise shall operate to confer any rights on the Customer with respect to any such Intellectual Property Rights.



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8. TERMINATION

Without prejudice to any other right or remedy available to it, the Company shall be entitled to immediately terminate the Agreement without any liability on its part to the Customer in the event that:

- (a) the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or becomes bankrupt or goes into liquidation; or
- (b) an encumbrancer takes possession of, or a receiver is appointed over, any of the Customer's property or assets; or
- (c) the Customer is in non-remediable breach of any term of the Agreement or fails to remedy any remediable breach of any term of the Agreement within 30 days of receipt of a written notice from the Company notifying the Customer of the breach and requiring it to be remedied.

9. LIMITATION OF LIABILITY

9.1 The Company warrants that the Services will be performed with reasonable skill and care.9.2 Nothing in this Agreement shall exclude or limit the liability of the Company:

- (a) for death or personal injury caused by the Company's negligence; or
- (b) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- (c) for fraud or fraudulent misrepresentation.

10. INDEMNITY AND FORCE MAJEURE

10.2 The parties to the Agreement shall not be liable for any failure of performance or any delay in performing any of their obligations in relation to the Services (other than payment of the Charges) by reason of Act of God, war, civil disorder, labour dispute, Governmental action, fire, flood or drought.



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11. GENERAL

11.1 Each right or remedy of the Company under the Agreement is without prejudice to any other right or remedy of the Company whether under the Agreement or not.

11.2 If any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.

11.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Agreement shall not be construed as a waiver of any of its rights under the Agreement.

11.4 Any waiver by the Company of any breach of, or any default under, any provision of the Agreement by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.

11.5 The parties to the Agreement do not intend that any term of the Agreement shall be enforceable by virtue of the Agreements (Rights of Third Parties) Act 1999 by any person that is not a party to it.

11.6 The formation, existence, construction, performance, validity and all aspects of the Agreement shall be governed by English, Welsh and Scottish law and the parties do not need to submit to the exclusive jurisdiction of the English courts.

Signed for and on behalf of the **Company**:

Name (signature):

Name (block letters):

Title:

Signed for and on behalf of the **Customer**:

Name (signature):

Name (block letters):

Title:



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SCHEDULE 1

A. SERVICES

(a) Maintenance Services:

- (i) Call-outs to undertake on-site services based upon defects covered by the manufacturer's warranty ('on-site' being deemed to cover the Customer's home, place of work, holiday retreat or relocation premises, in each case being located in the mainland United Kingdom) [unlimited];
- (ii) User error call-outs, where the fault occasioning the call-out has been caused by or contributed to by the Customer's act or omission, or could have been remedied by the Customer, either alone or with the Company's assistance via telephone (including but not limited to any instance where the Company has provided the Customer with a fault fix via telephone) [two per year];
- (iii) Re-adjustment of seating, headrests, backrests, leg rests and any other components [two visits per year];
- (iv) Service and safety inspection [one per year]; and
- (v) The provision to the Customer of a loan chair (subject to availability) whilst the Equipment is under repair.

Additional Services:

- (i) Call-outs to undertake services based upon defects covered by the manufacturer's warranty at a location other than an on-site location;
- (ii) Call-outs to undertake services based upon defects outside the manufacturer's warranty, either on-site or otherwise;
- (iii) User error call-outs in excess of two per year;
- (iv) Visits to undertake re-adjustment of components in excess of two per year;
- (v) Undertaking more than one service and safety inspection per year;
- (vi) The provision to the Customer of interim replacement equipment which is identical to the Equipment whilst the Equipment is under repair; and
- (vii) Anything else which is not covered in the Maintenance Services.



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Company's registered number: 4151648

CHARGES

(a) Service Charge:

(b) Additional Charges:

Ferry charges

Parts (other than those supplied with the agreement of the manufacturer under warranty)

Charges for the initial inspection and service of any Customer Equipment

Equipment

[Insert any charges for Additional Services which can be determined as of the Commencement Date, for example, if the Customer specifies at the outset that they want the Company to undertake more than one service and safety inspection per year]



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