

EasyLife Mobility Care Ltd



Online Consumer Terms for the Supply of
Goods

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These terms apply to any purchases you make on our website. Please read them carefully before you place any orders on our site, as they set out important information about your and our rights and obligations.

You must agree to these terms before you place your order.

You must be at least 18 years old and a resident in Europe to place an order on our website.

1 About us

We are EasyLife Mobility Care Ltd (trading as EasyLife Mobility), a company registered in England and Wales under company number: 05860801. Our registered office is at: 68 High Street, Wombwell, Barnsley, South Yorkshire, Barnsley S73 8DA. Our VAT number is: 656 2911 24

2 How to contact us

You can contact us by sending an email to easylifemobility@outlook.com or calling us on 0800 298 4262.

3 These terms

- 3.1 Any reference to '**we**', '**us**' or '**our**' in these terms is to EasyLife Mobility, and any reference to '**you**' or '**your**' is to the person placing an order on our site.
- 3.2 We may make changes to these terms at any time. However, the terms which apply to your order will be those in force at the time you submitted your order to us.
- 3.3 Please print out or save a copy of these terms and any emails from us for your records, as we will not save or file a copy for you. These terms are only available in English.

4 Orders

- 4.1 Please check your order carefully and correct any errors before you submit it to us.
- 4.2 After you place your order, we will send you an acknowledgment email to let you know that we have received your order. This does not mean that your order has been accepted by us. Your order is an offer to buy products from us on these terms.
- 4.3 Acceptance of your order by us takes place when we dispatch your order to you, at which point a legally binding contract is formed between you and us on these terms. We will send you a shipping confirmation email to let you know once your order has been dispatched.
- 4.4 If we do not accept your order, for example because the products are unavailable, you are under 18 or live outside of Europe, or there has been a mistake regarding the pricing or description of the products, we will email you or call you using the details you provided when you placed your order. We have the right to reject any order for any reason.
- 4.5 If we are making any bespoke or personalised products for you which are based on measurements or other information you provide to us, you are responsible for ensuring that the information is correct.

5 Availability

All orders are subject to availability. We cannot guarantee that any product will be available at any given time. In certain circumstances beyond our reasonable control, for example where there has been a change in law, we may need to stop selling certain products. If this happens and it affects your order, we will notify you by email, cancel your order and provide you with a refund if payment has already been taken.

6 Making changes to your order

If you would like to make any changes to your order after you have submitted it, please contact us as soon as possible and we will let you know if it is possible to change your order.

7 Product descriptions

7.1 Descriptions of our products are set out on our site.

7.2 Please read the product description carefully. Pictures and images of the products or their packaging on our site are for illustration purposes only. Your products and their packaging may vary slightly from those pictures or images.

7.3 We cannot guarantee that the colours displayed on your device will match exactly the appearance of your products. The colours of the products displayed on our site may vary depending on what device you are using and your settings.

7.4 All weights, sizes and measurements set out on our site are as accurate as possible but there may be a small tolerance of up to 2%.

8 Use restrictions

You must use our products only for domestic and personal use. You must not use our products for commercial, business or resale purposes.

9 Prices

9.1 Prices for our products are set out on our site. All prices are in pounds sterling (£)(GBP), but exclude delivery charges (*where delivery charges are applicable*).

9.2 Prices for our products and delivery charges may change at any time. Except as set out in clause 9.3 below, such changes will not affect existing orders.

9.3 If there has been an error on the site regarding the pricing of any of our products and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct price or to cancel your order. If we are unable to contact you, we will treat the order as cancelled and notify you by email.

10 Payment

10.1 We accept all forms of UK recognised credit cards and debit cards. You can also pay by PayPal, Apple Pay, Google Pay and select cryptocurrencies (*please contact us by phone if you are considering payment by cryptocurrency*). All credit card and debit card payments need to be authorised by the relevant card issuer.

10.2 We will take payment from your card when your order is ready for dispatch. If the payment is unsuccessful, we will try to contact you using the contact details you provided when you placed your order. If we are unable to contact you, we will cancel your order and notify you by email.

11 Delivery dates and costs

11.1 You will be contacted by either phone or email with delivery options to choose from when you place your order. We do not ordinarily deliver to addresses outside of mainland UK, however, if you contact us by email or phone, we are happy to consider all options if your place of residence falls outside of the UK.

11.2 Your order will be delivered on the selected delivery date or within the delivery period specified, depending on the delivery option you chose when you placed your order. We will deliver your order within 30 days of the shipping confirmation email unless otherwise agreed between you and us.

11.3 Any delivery dates stated during the order process, or in your order acknowledgment or shipping confirmation emails, are estimates, unless we have agreed a specific delivery date with you.

11.4 We will do all that we reasonably can to deliver your order within the delivery period or on the delivery date agreed with you. If your delivery is delayed, we will email you to let you know as soon as reasonably possible. However, we are not liable to you for any losses you incur if delivery is delayed because of circumstances beyond our reasonable control (for example, severe weather, accidents or unpredictable traffic delays).

12 Delivery

12.1 We will deliver your order to the address specified by you when you placed your order.

12.2 You or someone authorised on your behalf must be available to take delivery for the product to be successfully delivered. If a delivery attempt is unsuccessful or we are unable to follow your delivery instructions, we will notify you by email or phone call, and any further delivery attempt will come with an additional delivery charge.

12.3 Please examine the products as soon as reasonably possible after delivery and notify us of any fault or damage as soon as reasonably possible.

12.4 Once your order has been delivered to your address or in accordance with the delivery instructions you provided to us, the risk in the products passes to you and the goods are classed as having been 'delivered'. **This means that you are responsible for the products and we are not liable to you if the products are stolen or damaged after they have been delivered to you.** This does not affect your legal rights if the products are faulty or misdescribed. Ownership of the products passes to you once you have paid for them in full.

13 Your right to cancel

13.1 You have 14 days from the delivery date to change your mind and cancel your order. **This does not apply to perishable products, bespoke or personalised products (such as customised Cabin Scooters)**, or any products that have a protective or hygiene seal (eg face masks) if that seal has been broken.

- 13.2 To cancel your order, please email us at easylifemobility@outlook.com or call us on 0800 298 4262. You can also use the cancellation form available on the website. To help us process your cancellation more quickly, please have your order number ready or include it in the email or cancellation form you send to us.
- 13.3 **If you have already received your order, you must return the product to us at 68 High Street, Wombwell, Barnsley, South Yorkshire, S73 8DA at your own cost within 14 days of telling us that you want to cancel your order, you may return the items to us by your own preferred method. However, if you wish for us to arrange collection of larger items, charges may apply.** The deadline is met if you send the products back to us before the 14-day period has expired. We strongly recommend that you get proof of postage. We may withhold the refund until we have received the products back from you or until you have provided us with evidence that you have sent the products back (whichever is earlier).
- 13.4 Products **must** be returned to us in **a new and unused condition** and, to the extent possible, in their original packaging. We may make a deduction from the refund amount if you have handled the product in a way that has diminished the value of the product, if such handling was beyond what is necessary to establish the nature, characteristics and functioning of the products. You are responsible for the products while they are in your possession.
- 13.5 Unless your products are faulty or misdescribed, you are responsible for the cost of returning the products to us.
- 13.6 We will provide you with a refund as soon as possible. If you cancelled before you received any products, we will issue the refund no later than 14 days after the day on which you told us that you want to cancel. If you have sent products back to us, we will issue the refund no later than 14 days after the day we receive the products back from you or, if earlier, 14 days after the day you provide us with evidence that you have sent the products back.
- 13.7 We will issue your refund to the same payment method you used when you placed your order.

14 Faulty products

If your products are faulty or misdescribed, please contact us as soon as reasonably possible. If any item we have supplied is damaged on receipt or, within 14 days of supply, develops a fault, we will ask you to return the item to us for inspection. We will then following inspection, replace or repair the item free of charge or refund the price you paid for it. You may have additional manufacturers' warranties with some products such as electrical items giving you additional rights and you should check these carefully.

15 Events beyond our control

We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control. Including in the circumstances mentioned in clause 17 below (*Mobility Scooter Battery Warranty*)

16 Our responsibility to you

- 16.1 If we breach these terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

16.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.

16.3 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

17 **Mobility Scooter Battery Warranty Limitation**

For the avoidance of any doubt, we or the battery manufacturer are not liable for any loss or damage caused as a result of incorrect customer maintenance of any mobility scooter batteries. For example, leaving the mobility scooter discharged or uncharged for a prolonged period of time resulting in lead-acid batteries deteriorating at an unnatural rate. Such an act will render any and all warranties for the scooter invalid.

18 **Your information**

Any personal information that you provide to us will be dealt with in line with our **Privacy Policy** available here www.easylifemobility.com/privacypolicy, which explains what information we collect and hold about you, and how we collect, store, use and share such information.

19 **No third party rights**

No one other than us or you has any right to enforce any of these terms.

20 **Transfer of rights**

20.1 We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

20.2 You are not allowed to transfer your rights under these terms to anyone without our prior written consent.

21 **Complaints**

21.1 If you are unhappy with us or the products you ordered, please contact us at easylifemobility@outlook.com.

22 **Governing law and jurisdiction**

22.1 The laws of England and Wales apply to these terms, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.

22.2 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.