

## Terms of Supply of Mobility Equipment and/or Accessories

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### Introduction

These are the terms and conditions of supply of mobility equipment for [www.whizz-kidz.org.uk](http://www.whizz-kidz.org.uk) (**Site**). The Site is operated by The Movement for Non Mobile Children charity organisation (with working name "Whizz-Kidz") (**we, us and our**). We are a registered charity in England and Wales (registered number 802872 and in Scotland (registered number SCO42607). We are a company limited by guarantee and registered in England and Wales. Our registered company number is 2444520, and our registered office is at 4<sup>th</sup> Floor Portland House, Bressenden Place, London SW1E 5BH. We are regulated by the Charity Commission of England and Wales.

### Application and acceptance

Your application and, if that application is accepted, our provision of any of the wheelchair, tricycle, sports wheelchair or other mobility equipment (**Mobility Equipment**) and accompanying accessories and/or safety equipment (**Accessories**) that we supply and any related services that we provide are subject to these terms and conditions. You may apply for Mobility Equipment and Accessories on behalf of a child or young person up to the age of 18 years old (on the date of application) if you are at least 18 years old and the parent or legal guardian of that child or young person ("**Recipient**"). Any services related to the provision of Mobility Equipment that we provide are only provided up until the Recipient reaches the age of 18 years.

We are not obliged to accept your application for any Mobility Equipment and/or Accessories and may, at our discretion, decline to accept your application. By submitting an application, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference.

We reserve the right to change these terms and conditions from time to time by changing them on the Site, although no such change will affect any application you have already submitted to us. These terms and conditions were last updated on 24<sup>th</sup> January 2017.

After submitting an application, you will receive an email from us acknowledging that we have received your application and giving you an application reference number. Please note that this does not mean that your application has been accepted.

After your application has been submitted, we will screen your application; we will let you know the outcome of our screening. Should we accept your application, we will use reasonable efforts to secure funding for the provision of the relevant Mobility Equipment and/or Accessories. If your application is accepted by us in our sole discretion the Recipient must undergo a clinical assessment with our clinical team or representative to assess what type and size of Mobility Equipment and/or Accessories are suitable for the Recipient's needs (Clinical Assessment).

The Clinical Assessment may include input from the Recipient, the Recipient's parent or legal guardian, the Recipient's doctor and/or any other health and social care professional involved in their care. The time and location of the Clinical Assessment will be agreed between you and us.

Following completion of and in accordance with the results of Clinical Assessment, we may prescribe the appropriate Mobility Equipment and/or Accessories for the Recipient and use reasonable endeavors to source such Mobility Equipment and/or Accessories from the catalogue of available products supplied by our third party suppliers. Please note that we do not supply any grants or monetary funding to Recipients or their family.

The contract for the supply of the relevant Mobility Equipment and/or Accessories will be formed once we have confirmed to you that it is available for the Recipient and you and we have signed a handover certificate specifying the Mobility Equipment and/or Accessories supplied (**Contract**). The Contract will relate only to the Mobility Equipment and/or Accessories that we have specified to you in writing. We will not be obliged to supply any other Mobility Equipment to you.

## **Collection**

When the Mobility Equipment and/or Accessories are ready, you are responsible for collecting the Mobility Equipment and/or Accessories from an address that we will notify to you. If you are unable to collect the Mobility Equipment and/or Accessories then we will deliver to an address in Great Britain, to be agreed between you and us.

## **Risk and title**

We retain title and ownership of the Mobility Equipment and/or Accessories at all times.

Mobility Equipment and/or Accessories supplied to you will be at your risk from the time of delivery or collection (as the case may be).

We strongly advise you to carefully read all manufacturing documentation and other literature that we may make available upon handover of the Mobility Equipment and/or Accessories.

## Reviews

You must ensure that all Mobility Equipment and/or Accessories continue to be suitable for use. If the Mobility Equipment is no longer suitable (for example, the Recipient experiences any discomfort or if you suspect that the Recipient has outgrown the Mobility Equipment) or the Recipient's functional needs have changed, you must get in touch with us and if appropriate we will complete a review of the Mobility Equipment and the Recipient's needs at a location and time to be agreed between you and us. If the Mobility Equipment and/or Accessories is no longer suitable for you, you must inform us immediately. If appropriate we will collect the Mobility Equipment from an agreed address. We will not carry out any reviews for recreational equipment, such as specialist sports wheelchairs and tricycles.

If the Recipient requires new Mobility Equipment and/or Accessories, you must submit a new application form. You may reapply for new Mobility Equipment after 2 years from the date of handover of the Recipient's current Mobility Equipment and/or Accessories subject to our application terms and conditions at that time.

## Returns

We retain the right to request the immediate return of the Mobility Equipment and/or Accessories and terminate the Contract if you do not comply with your obligations as set out below, in which case, you shall immediately return the Mobility Equipment and/or Accessories to us if we ask you to do so in writing.

You agree to allow us to inspect the Mobility Equipment and/or Accessories at any time upon 14 days' prior written notice to you.

If we or you are notified that the manufacturer or the Medicines and Healthcare products Regulatory Agency has recalled any Mobility Equipment and/or Accessories, you must return the relevant Mobility Equipment and/or Accessories to us or, if you are unable to do so, we will collect from an address in Great Britain, to be agreed between you and us, at our expense.

## Your obligations

You will:

- only use the Mobility Equipment and/or Accessories for the Recipient it was issued to for the purpose that they are designed and in the manner that we and the relevant manufacturer(s) instructs;
- ensure that the Mobility Equipment and/or Accessories are used within the recommendations made in the handover documentation which shall be agreed by us with you at the point of handing over the Mobility Equipment and/or Accessories;
- ensure that the Mobility Equipment and/or Accessories are stored in a safe place at all times when not in use;
- promptly notify us of any changes to your address, telephone number, medical condition or other circumstances (including, without limitation, if the Recipient changes GP, or if that GP changes their address or telephone number);
- (at your own cost) maintain the Mobility Equipment and/or Accessories in good working order at all times, including, without limitation, replacing broken lights/bulbs, unless you are covered by our Repair and Maintenance Package (see below);

- (at your own cost) arrange for the Mobility Equipment to be serviced annually by a qualified service engineer, unless you are covered by our Repair and Maintenance Package (see below);
- retain the appropriate servicing records, update and provide us with a copy when asked to do so;
- (at your own cost) insure the Mobility Equipment with an insurance company of good repute under a recognised specialist policy at all times. The policy must include, without limitation, insurance against damage or loss to any third party; and
- report any claims made under the insurance policy to us within 14 days of submitting the claim to the insurance company.

## **Restrictions**

You must not:

- sell, lease, lend, charge or otherwise deal in any manner whatsoever with the Mobility Equipment and/or Accessories, unless you previously agree with us;
- alter or tamper with the Mobility Equipment and/or Accessories in any way without our and/or the relevant manufacturer's prior written approval;
- take the Mobility Equipment abroad (outside of the United Kingdom) for any length of time without appropriate international travel insurance, in which case the policy must include, without limitation, insurance against damage or loss to any third party; or
- remove any markings, serial numbers, codes or stickers put on the Mobility Equipment and/or Accessories by us or the relevant manufacturer(s).

## **Repair and Maintenance Package**

We may, in our sole discretion, offer a free Repair and Maintenance Package in respect of Mobility Equipment comprising powered wheelchairs only. The Repair and Maintenance Package covers:

- (a) planned preventative maintenance for the Mobility Equipment once a year;
- (b) repairs to the Mobility Equipment as and when necessary at our expense (provided that you have complied with your obligations set out in these terms); and

If you wish to be considered for the Repair and Maintenance Package, we will ask you to fill out a separate application form which may include additional terms.

## **Faulty Mobility Equipment**

If you discover that any Mobility Equipment and/or Accessories are damaged or faulty, you must promptly inform us, giving us your name, address, manufacturer, type and (if applicable) serial number of the relevant Mobility Equipment and/or Accessories.

## **Mobility Equipment information**

Whilst we have taken reasonable steps to depict Mobility Equipment and/or Accessories as accurately as possible through the photographs and other images featured on the Site, the detailing (such as colour, pattern and texture, etc.) you see on-screen will depend on your monitor and, as such, may not exactly reflect the actual detailing of the Mobility Equipment and/or Accessories received.

We issue Mobility Equipment and/or Accessories sourced from the relevant manufacturer(s)'s product list. For any Mobility Equipment and/or Accessories pictured on our website, in brochures or similar material, are for reference only and may not exactly reflect the actual detailing of any Mobility Equipment and/or Accessories received.

## **Privacy**

Use of the website itself is subject to our Website Terms of Use, which is available at <http://www.whizz-kidz.org.uk/legals/terms-conditions>. Use of your personal information submitted to or via the Site is governed by our Privacy and Cookies Policy.

## **Our liability**

Nothing in these terms and conditions shall limit or exclude our liability to you:

- (a) for death or personal injury caused by our negligence;
- (b) for fraudulent misrepresentation;
- (c) under Part I of the Consumer Protection Act 1987; or
- (d) for any other liability that may not, under English law, be limited or excluded.

Subject to this, in no event shall we be liable to you for any business losses and any liability we do have for losses you and/or the Recipient suffers arising from the Contract shall not exceed the price we pay for the relevant Mobility Equipment and/or Accessories and is strictly limited to losses that were reasonably foreseeable. Losses are foreseeable where they could be contemplated by you and us at the time the Contract is entered into.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by events outside our reasonable control.

## **General**

You may not transfer or assign any or all of your rights or obligations under the Contract.

All notices given by you to us must be given in writing to the address set out at the end of these terms and conditions. We may give notice to you at either the email or postal address you provide to us.

If we fail to enforce any of our rights, that does not result in a waiver of that right.

If any provision of these terms and conditions is found to be unenforceable, all other provisions shall remain unaffected.

These terms and conditions may not be varied except with our express written consent.

These terms and conditions and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of the Contract. We are required by law to advise you that the Contract may be concluded in the English language only and that no public filing requirements apply.

These terms and conditions shall be governed by English law, and you agree that any dispute between you and us regarding them or the Contract will only be dealt with by the English courts, provided that, if you live in a part of the United Kingdom other than England, the applicable law of that part of the United Kingdom will govern and any dispute will only be dealt with by the courts there.

### **Contacting us**

Please submit any questions you have about these terms and conditions by email to the Children Services Team at [kidzservices@whizz-kidz.org.uk](mailto:kidzservices@whizz-kidz.org.uk), by telephone on 0800 151 3350 the hours of 9am to 5.30pm, Monday to Friday or write to us at:

Whizz-Kidz, 4<sup>th</sup> Floor, Portland House, Bressenden Place, London, SW1E 5BH