

## **YORKSHIRE CARE EQUIPMENT – STANDARD TERMS & CONDITIONS**

Version 1.4

### **1. THESE TERMS**

- 1.1 These are the terms and conditions (“**Terms**”) on which we supply our products (“**Products**”) to you.
- 1.2 Please read these Terms carefully before you submit your order for Products to us. These Terms tell you who we are, how we will provide Products to you, how you and we may change or end the contract between us, what to do if there is a problem and other important information. If you place an order for Products with us then you will be deemed to have accepted these Terms.

### **2. INFORMATION ABOUT US AND HOW TO CONTACT US**

- 2.1 We are CoreCare Global Limited trading as Yorkshire Care Equipment, a company incorporated and registered in England and Wales with company number 08931470 whose registered office is at Linkside House, Forest Lane Head, Harrogate, North Yorkshire, HG2 7TE. Our registered VAT number is 182 1454 19.
- 2.2 You can contact us by telephoning our customer service team on 01423 799960 or by emailing us on [enquiries@yorkshirecare.com](mailto:enquiries@yorkshirecare.com).
- 2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

### **3. OUR CONTRACT WITH YOU**

- 3.1 Your order for Products constitutes an offer to purchase the Products in accordance with these Terms. You are responsible for ensuring that your order and any applicable specifications or measurements are complete and accurate.
- 3.2 Our acceptance of your order will take place when we confirm the order to you, at which point a contract will come into existence between you and us (“**Contract**”).
- 3.3 We will assign an order reference to your order and this will be shown on any order acknowledgement we provide to you when we accept your order. It will help us if you can tell us the order reference whenever you contact us about your order.
- 3.4 If we are unable to accept your order, we will inform you of this and will not charge you for the Products.



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3.5 The Contract constitutes the entire agreement between you and us. The terms of the contract are set out in a quotation, order acknowledgement, invoice or service contract we have given you, or failing that, in the description of the goods concerned in our catalogue or on our website. You acknowledge that you have not relied on any other statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in the Contract.

3.6 Any information given to you by us in respect of the Products or their installation and use is given in good faith, but you may need to obtain specialist advice before taking, or refraining from, any action on the basis of such information.

3.7 For the avoidance of doubt, we shall have no obligation to buy back the Products, part exchange the Products and/or refund any monies to you except as set out in these Terms.

#### **4. RIGHTS TO MAKE CHANGES**

4.1 If you wish to make a change to the Products you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Products, the timing for delivery or anything else which would be necessary as a result of your requested change.

4.2 We may change the Products:

4.2.1 to reflect changes in relevant laws and regulatory requirements; and

4.2.2 to implement minor technical adjustments and improvements.

#### **5. PROVIDING THE PRODUCTS**

5.1 The costs of delivery and installation will be as told to you during the order process.

5.2 During the order process we will estimate the date when we will provide the Products to you and install them. We will confirm this date when we have received the Products from their manufacturer.

5.3 Delivery times quoted represent our best estimate. If our delivery or installation of the Products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the delay as far as is reasonably possible.

5.4 If you are a business, any estimated dates of delivery and/or installation of the Products are approximate only and time shall not be of the essence to the Contract.

5.5 If you have asked to collect the Products from our premises, you can collect the Products from us at any time during our working hours of 8.30 am to 4.30 pm on weekdays.

5.6 If no one is available at your address to take delivery and the Products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the Products from us.



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- 5.7 If you do not collect the Products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from us we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the Contract and clause 7.2 will apply.
- 5.8 If you have asked us to install the Products for you and you do not allow us access to your property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the Contract and clause 7.2 will apply.
- 5.9 The Products will be your responsibility from the time we deliver the Products to the address you gave us or you or a carrier organised by you collect them from us.
- 5.10 You own the Products once we have received payment in full.
- 5.11 We may need certain information from you so that we can supply the Products to you and install them for you. If so, we will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Contract under clause 7.1 or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying or installing the Products late or not supplying or installing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 5.12 We may have to suspend the supply of a Product to:
- 5.12.1 deal with technical problems or make minor technical changes;
  - 5.12.2 update the Product to reflect changes in relevant laws and regulatory requirements;
  - 5.12.3 make changes to the Product as requested by you or notified by us to you.
- 5.13 We will contact you in advance to tell you we will be suspending supply of the Products, unless the problem is urgent or an emergency. You may contact us to end the Contract if we suspend supply, or tell you we are going to suspend it, in each case for a period of more than 4 weeks and we will refund any sums you have paid in advance for the Products in respect of the period after you end the Contract.
- 5.14 If you do not pay us for the Products when you are supposed to under clause 8.6 and you still do not make payment within 5 working days of us reminding you that payment is due, we may suspend supply of the Products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Products. We will not suspend the Products where you dispute the unpaid invoice under clause 8.8. As well as suspending the Products we can also charge you interest on your overdue payments under clause 8.7.



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## 6. YOUR RIGHTS TO END THE CONTRACT

- 6.1 If you are a consumer then we only supply the Products for domestic and private use and the provisions of this clause 6 apply if you wish to end the Contract.
- 6.2 If the Products ordered are customised to your personal specific requirements such that once customised it would be difficult to sell to someone else, you do not have a right to cancel the contract. Any refund given will be at the discretion of management.
- 6.3 If the Products were ordered following a meeting at our premises you do not have a right to cancel the contract. Any refund given will be at the discretion of management.
- 6.4 If the Products ordered are not customised to your specifications and you bought them online or by phone you may have a legal right to cancel the contract up to 14 days after delivery. These rights are governed by the Consumer Contracts Regulations 2013. We reserve the right to charge you for any installation of the Products.
- 6.5 If you are entitled to end the Contract under clause 6.4 or under any other circumstances, we will offset the cost we have incurred on the order, in particular all postages, damages to the goods, or other costs specifically caused by the order, against any monies you have paid, and refund (or charge you) the difference.
- 6.6 If you end the Contract after Products have been dispatched to you, you must return them to us and bear the costs of returning the Products.
- 6.7 If you wish to end the Contract, please contact us by telephone or email, or by using the official cancellation notice.
- 6.8 If you are entitled to end the Contract and receive a refund then we will refund you:
- 6.8.1 within 14 days from the day on which we receive the Products back from you; or
  - 6.8.2 within 14 days of you telling us you have changed your mind.

## 7. OUR RIGHTS TO END THE CONTRACT

- 7.1 We may end the Contract at any time if:
- 7.1.1 you do not make any payment to us when it is due and you still do not make payment within 5 working days of us reminding you that payment is due;
  - 7.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to supply the Products; or
  - 7.1.3 you do not, within a reasonable time, allow us to deliver the Products to you and install them, or collect them from us.



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7.2 If we end the Contract in the situations set out in this clause 7.1 we will offset the cost we have incurred on the order against any monies you have paid, and refund (or charge you) the difference.

## 8. QUALITY OF THE PRODUCTS

8.1 If you have any questions or complaints about the Products, please contact us.

### 8.2 Goods supplied to consumers

8.2.1 The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. For detailed information on your legal rights please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

8.2.2 If you wish to exercise your legal rights to reject Products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you.

### 8.3 Goods supplied to businesses or organisations

8.3.1 We warrant that on delivery the Products will:

Conform in all material respects with their description and any applicable specification;

Be free from material defects in design, material and workmanship;

Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

8.3.2 Subject to clause 8.3.3, if:

You give us notice in writing within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in clause 8.3.1;

We are given a reasonable opportunity of examining such Products; and

You (if asked to do so by us) return such Products to our place of business,

We will, at our option, repair or replace the defective Products, or refund the price of the defective Products in full.

8.3.3 We will not be liable for Products' failure to comply with the warranty set out in clause 8.3.1 in any of the following events:

You make any further use of such Products after giving notice in accordance with clause 8.3.2;

The defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the products or (if there are none) good trade practice regarding the same;



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The defect arises as a result of us following any drawing, design or specification supplied by you;

You alter or repair such Products without our written consent;

The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

The Products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

8.3.4 Except as provided in this clause 8, we shall have no liability to you in respect of the Products' failure to comply with the warranty set out in clause 8.3.1 and the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

8.3.5 These Terms shall apply to any repaired or replacement products supplied by us.

8.4 The price of the Products (including VAT, delivery and installation costs) will be the price we have agreed with you at the time of order ("**Price**").

8.5 If the rate of VAT changes between your order date and the date we supply the Products, we will adjust the rate of VAT that you pay, unless you have already paid for the Products (including delivery and installation costs) in full before the change in the rate of VAT takes effect.

8.6 If the Products have been made to your specifications or are clearly personalised, you must pay:

8.6.1 a deposit of at least 50% of the Price on the date that we accept your order; and

8.6.2 the remaining balance of the Price together with any agreed additional costs:

8.6.2.1 if you are a consumer, at the time that the delivery and installation of the Products is materially complete;

8.6.2.2 if you are a business, within 30 days of the day that the delivery and installation of the Products is materially complete.

8.7 If you do not make payment to us by the due date we may charge you interest on the overdue amount at the rate of 4% a year above the base lending rate of The Bank Of England. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

8.8 If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.



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8.9 The Price does not include any costs in respect of any necessary licences, planning permissions or consents in relation to the Products and/or their installation and use. You will be responsible for any such costs unless otherwise agreed in writing by us.

**9. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

9.1 If you are a consumer:

- 9.1.1 we are responsible for loss or damage you suffer that is a foreseeable result of our failing to use reasonable care and skill;
- 9.1.2 if we are installing the Products or providing other services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services; and
- 9.1.3 we only supply the Products for domestic and private use. If you use the Products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9.2 If you are a business:

- 9.2.1 nothing in these Terms shall limit or exclude our liability for:
  - 9.2.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
  - 9.2.1.2 fraud or fraudulent misrepresentation;
  - 9.2.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
  - 9.2.1.4 any matter in respect of which it would be unlawful for us to exclude or restrict liability;
- 9.2.2 subject to clause 9.2.1:
  - 9.2.2.1 we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
  - 9.2.2.2 our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price.



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## 10. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 10.1 We will use the personal information you provide to us:
- 10.1.1 to supply the Products to you;
  - 10.1.2 to process your payment for the Products; and
  - 10.1.3 if you agreed to this during the order process, to inform you about similar Products that we provide, but you may stop receiving these communications at any time by contacting us.
- 10.2 Where we extend credit to you for the Products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 10.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.

## 11. THE GENERAL DATA PROTECTION REGULATION (GDPR) COMPLIANCY

- 11.1 We are committed to ensuring that your privacy is protected. In entering into a Contract, you consent to us processing information about you, by which you can be identified, in order to provide services to you. You can be assured that this data will only be used in accordance with this privacy statement.
- 11.2 In line with the GDPR we are requested to comply by informing you:
- 11.2.1 How your information is collected: Via email, by letter, telephone calls, meetings.
  - 11.2.2 How your information is stored: we use an in-house server and encrypted cloud-based storage, recognised by ICO for the storing of documents.
  - 11.2.3 Who your information is shared with: we will not distribute, sell or lease personal information to third parties unless we have explicit permission or are required by law to do so.
  - 11.2.4 What security measures we have in place: we are committed to ensuring that your information is secure. To prevent unauthorised access or disclosure, we have put in place advanced firewall protected or highly encrypted electronic systems and managerial procedures to safeguard and secure the information we collect.
  - 11.2.5 How you can access your information: you may request details of personal information which we hold about you under the Data Protection Act 1998. If you would like a copy of the information held on you, you should write to The Data Protection Officer at CoreCare Global Ltd, Linkside House, Forest Lane Head, Harrogate, HG2 7TE.
  - 11.2.6 How long we keep information for: Data collected will be kept throughout the period of the working relationship. Following this, information will be kept for a further 7 years, unless it is deemed necessary to retain it for a longer period.



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11.2.7 How you can opt-out and request to be deleted from our files: Marketing materials and information are provided with the opt-out facility. You may request to withdraw or be deleted from file, by contacting [enquiries@yorkshirecare.com](mailto:enquiries@yorkshirecare.com).

## 12. OTHER IMPORTANT TERMS

- 12.1 We may transfer our rights and obligations under these Terms to another organisation.
- 12.2 You may only transfer your rights or your obligations under these Terms to another person or organisation if we agree to this in writing.
- 12.3 The Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 12.4 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 12.5 If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking the 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.
- 12.6 If you are a consumer, these Terms are governed by English law and you can bring legal proceedings in respect of the Products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Products in either the Northern Irish or the English courts.
- 12.7 If you are a business, these Terms are governed by English law and we irrevocably agree that the courts of England will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).



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