

TERMS AND CONDITIONS OF JEFF GOSLING HAND CONTROLS LTD.

Important Notice

These terms and conditions will apply when you order goods and services from ourselves by means of any distance communication. For the purposes of these terms and conditions, distance communication includes the following:

Telephone, the Internet, Electronic mail, Written correspondence or Fax.

Before proceeding to order our goods or services, we ask that you read these terms and conditions carefully.

If you find yourself unable to agree to these terms and conditions, then you must not order our goods or services. If however, you agree to them unconditionally you may place an order to which these terms and conditions will apply.

Part A

1. General Information

For your convenience, we have listed below some general information about ourselves;

- "We" are Jeff Gosling Hand Controls Limited (company number 2284253) and our established place of business is Unit 3 Hollingworth Court, 264 Stockport Road West, Bredbury, Stockport, Cheshire SK6 2AN

- our e-mail address is info@jeffgosling.co.uk
- our telephone number is 0161 430 2151

1. Formation of Contract

(i) Set out below is a useful summary of the steps which you must follow in order to conclude a legally binding contract with us:

Step 1: Provided that you agree unconditionally to these terms and conditions, you may proceed to place an order with us.

Step 2: On receiving notification of your order, we will confirm all details by means of a quotation. On acceptance of such quotation, a legally binding contract will have been formed between us. We reserve the right not to process your order and accordingly, we will notify you immediately if this is the case.

These terms and conditions shall override any contrary terms and conditions published by us or appearing on our web site.

Part B

1. Description and Pricing

(i) We adapt motor vehicles for people with disabilities. Our products include the following:

- hand control systems
- ramps and hoists
- pedal modifications
- seat modifications
- steering modifications
- infrared units
- gearshift and handbrake controls

A list of individual products is attached to these terms and conditions (Schedule 1). Where available, information from the manufacturer concerning the particular product(s) about which you have enquired is enclosed with these terms and conditions for your reference.

In conjunction with our wide range of products, we offer a mobile fitting service. Arrangements as to the installation of your chosen products will be confirmed with you on receipt of your order.

(ii) Details of our pricing accompany these terms and conditions and can be found in the product list (Schedule 1)

(iii) The prices as set out in schedule 1 remain valid until 30.09.09.

(iv) We reserve the right to vary product specifications. In the event that the product of your choice is unavailable, we will provide a substitute of equivalent quality and price.

(v) We will meet the cost of returning any such goods in the event that you exercise your right to cancel as set out in clause 5.

2. Delivery and Risk

(i) Risk in the goods passes to you upon installation in your vehicle.

3. Title

(i) Title to the goods ordered by you remains with us until such time as payment in cleared funds has been received from you.

4. Payment

(i) Following installation of your chosen product, we will send an invoice to you for payment. You are required to make payment to us in full immediately.

(ii) Payment may be made by means of a credit or debit card, your details to be provided to us over the telephone. Payment may also be made by forwarding a cheque of the amount shown on the invoice to our address as given above in Part A.

(iii) If you fail to pay the balance in full within 30 days of the date of the invoice, we may charge interest at a rate of 4% per month on the outstanding amount.

(iv) In some circumstances, you may be required to pay a deposit of a specified amount on placing your order with us. In this instance, the balance of the total amount payable will be invoiced to you upon our performance of the installation service.

5. Right to Withdraw

(i) In certain circumstances, you may have the right to withdraw from the contract without penalty and without the need to give us any reason, at any time during a period of 7 working days (Monday to Friday inclusive) which in the case of goods supplied to you shall begin from the day after the day you receive the goods and in the case of services, from the day after the day on which the contract is concluded.

(ii) We agree to reimburse you, free of charge, within 30 days of notification of withdrawal the purchase price you paid, although we do reserve the right to charge you for the cost of returning the goods (which shall be by deduction from the purchase price. This includes any costs incurred for the removal and recovery of the goods.

(iii) This right of withdrawal shall not apply in any event, in the following circumstances:

- to services if performance of the contract has begun with your agreement before the end of the 7 working day period; or
- to any goods made to your specification or personalised at your request.

5. Warranties and Liability

(i) We warrant that the goods supplied by us will be of satisfactory quality and our installation service will be performed with reasonable care and skill.

(ii) The product purchased by you shall remain under guarantee for a period of 3 years (or 1 year in the case of electrical parts) during which time you should notify us of any fault. All guarantee work is to be carried out at our premises. Mobile service does not apply to warranty or adjustment work.

(iii) We do not accept liability for any loss or damage owing to the failure of any product or arising from late installation.

(iv) Nothing in these terms and conditions is intended to exclude liability for personal injury or death arising from the negligence of ourselves, our servants or agents.

Part C

1. Complaints

(i) We aim to provide you with a quality service. If, however, you feel that you have cause to complain, you can contact us at the address given in clause 1 of Part A above. We will try to do our best to solve any problems that arise.

2. Force Majeure

(i) We do not take responsibility for any event which is outside our reasonable control, nor any consequential loss arising from such an event.

3. Entire Agreement

(i) These terms and conditions (and the documents referred to in them) constitute the entire agreement between the parties relating to the subject matter of these terms and conditions.

(ii) Each of the parties agrees that it did not rely on and shall have no remedy in respect of, any statements, representation or warranty, whether oral or in writing, of any person, (whether or not a party to the contract between us) other than those expressly set out in these terms and conditions.

(iii) Nothing in these terms and conditions shall limit or exclude any liability of any party for fraud.

4. Applicable Law

(i) The agreement between us shall be subject to the laws of England and Wales, and the exclusive jurisdiction of the English Courts.

5. Severability

(i) Notwithstanding that the whole or any part of any provision of these terms and conditions may prove to be illegal or unenforceable, the provisions of this agreement and the remainder of the provision in question shall remain in full force and effect.

Schedule 1

Hand Controls

*Hand control System III Incorporating L.I.P.S.TM

*Brake/accelerator from £440

*Brake only from £360

*Accelerator only from £385

*Right hand clutch system from £385

Integral indicators (in handle of control) from £ 75

Steering ball (airbag compatible) £ 35

Steering ball (as above) quick release £ 50

Pedals

*Twin flip left foot accelerator from £365

Pedal guards £100

*Pedal extensions (approx. 3") from £ 65

Gearshift and Handbrake

Handbrake easy release from £85

*Electric handbrake £550 - £650

*Gearshift easy release (at workshop only) £ 90 - £180

Infra Red Units and Switch Modifications

Lodgeson Remote Keypad units from £599

*Right hand indicators (at workshop only) £ 69

Seat Modifications

*Fixed raised seat from £200

*Extended seat runners from £350

Ramps and Hoists

Free-standing ramps from £265

Lightweight hoist (maximum load 23kg.) £590 - £690

*Heavyweight hoists from £1051

Miscellaneous

Key grip extension £ 25

Panoramic rear view mirror £ 27

* Items made to order as per customer specification

All prices include fitting - VAT is charged at 0% to disabled customers.

Mobile fitting is free of charge within a 40 mile radius.