

# **RDK Mobility**

## **RDK Sports Wheelchairs**



### **STATEMENT, PROCEDURES, TERMS AND CONDITIONS**

**FOR CUSTOMERS BUYING GOODS  
OVER THE INTERNET  
AND BY MAIL ORDER CATALOGUE**

## 1. WHO ARE WE?

RDK Mobility is the trading name of RDK Telesales Ltd, whose registered office is at:  
37-39 Blackburn Street  
Radcliffe  
Manchester M26 1NR

Tel: 0161 724 8767  
Fax: 0161 725 9905

VAT No. 693114926  
Company Reg. No. 3339198  
Date of Registration: 25 March 1997

## 2. General

- 2.1. The following terms and conditions apply to all RDK Mobility transactions on [www.rdkmobility.co.uk](http://www.rdkmobility.co.uk) and with RDK Telesales Ltd.
- 2.2. These terms and conditions and all transactions relating to this website are governed by English law and are subject to the non-exclusive jurisdiction of the English courts. We do not accept amendments to these terms and conditions.
- 2.3. We recommend that you print and keep a copy of these terms and conditions for future reference.

## 3. COMPANY STATEMENT

- 3.1. To refuse to deceive our customers by inflating prices to offer extra discounts or pay excessive bonuses to home demonstrators.
- 3.2. To offer fair and reasonable trading terms and conditions in view of the benefits of our discounted pricing structure. Our standard terms and conditions may be tailored to meet the further needs of individual customers but extra costs may be involved.
- 3.3. To help and support our customers. Should hiccups occur (as sometimes they do) our customers can rest assured that we will do our very best to put matters right.
- 3.4. To be honest and fair in all our dealings.

## 4. TERMS & CONDITIONS

### 4.1. Intellectual Property

This website design, images, and content are owned by RDK Mobility and are protected by intellectual property law. You are permitted to view the content of this website on screen and to print or download extracts to your hard disk for your own private and domestic use. You must not use any part of this website for any commercial purpose or on any other website without prior expressed permission.

### 4.2. The Use of this Site

By using this site visitors agree to use it only for lawful purposes. Visitors agree to the Terms and Conditions set out herein. We reserve the right to alter these Terms and Conditions as required. By continuing to use this website it is implied that visitors accept the Terms and Conditions contained herein.

### 4.3. Content

The information contained within this website is for informative purposes only and is provided to visitors without charge. Whilst every reasonable attempt has been made to

ensure that the content is accurate and up to date, RDK cannot be held responsible for its accuracy, or that it is free from error. Nor can any liability be accepted for any direct, indirect, incidental or consequential damage resulting from the use of this site.

#### **4.4. Data Protection**

We are committed to protecting visitors using our website. This website uses email forms to enable visitors to request information on the products and services we offer. We only request information that enables us to serve our customers and do not request data that is not relevant. We make visitors' contact information mandatory (i.e. name and email and/or telephone number) and this allows us to respond to visitors' requests.

#### **4.5. External Links**

We offer links to other websites via this site but do not endorse any other companies or offer any guarantees or accept any responsibility for any content or service(s) offered via such websites. These links are offered purely as a service and visitors should consider the Terms and Conditions of any other external website(s) that the RDK Mobility site links to.

### **5. THE ORDER**

- 5.1. To order goods you must be at least 18 years of age and accept delivery within the UK and the Republic of Ireland.
- 5.2. All orders placed will be confirmed quickly by us with a hard copy, either by post, fax or email.
- 5.3. Subject to availability goods will normally be despatched within 48 hours of our receipt of cleared funds. All delivery dates given are only and always provisional. As delay in delivery of goods is sometimes outside our control, customers should not book installers or engage in any preparatory work until goods are to hand.

### **6. STEP-BY-STEP EXPLANATION OF THE PROCEDURES UP TO AND INCLUDING THE POINT AT WHICH THE CONTACT IS CONCLUDED:**

#### **6.1. Step No.1: THE OFFER**

##### **6.1.1. *Ordering and payment***

(i) The SHOPPING CART assumes all customers are eligible for VAT Exemption on certain products. When you go to the CHECKOUT your order will be placed with us. You can then decide how you wish to pay:

- ∞ By credit card on-line using our Secure Server
- ∞ By credit card over the telephone
- ∞ By cheque or postal order

(ii) The customer will be given the opportunity to check and correct any input errors.

(iii) The customer will be sent a confirmation email with all the details and the order will be processed when we receive your confirmation of VAT Exemption.

### 6.1.2. **VAT Exempt Information**

(i) Approval for sale without VAT has been granted by HM Customs & Excise for certain items manufactured specially to suit a disabled person.

#### (ii) **Who can qualify for VAT exemption?**

- ∞ A person registered as disabled.
- ∞ A person the medical profession considers to be chronically sick (“chronic” meaning a long time).
- ∞ The terminally ill.
- ∞ Charities – who purchase for a disabled person for their personal use.

#### (iii) **What evidence must be shown by the customer to be eligible for VAT relief?**

A completed Declaration Form valid at the time of purchase.

#### (iv) **What if a customer is unable to make a written declaration?**

If the person disabled is an adult or a child unable to write, the signature of a doctor, parent, guardian or another responsible person would be acceptable on the Declaration Form.

#### (v) **Can anyone pay for the eligible goods?**

Yes – providing the Declaration Form has been completed.

#### (vi) **Who do not qualify for VAT relief?**

- ∞ Frail or elderly persons who are otherwise able bodied.
- ∞ Any person with injuries of a temporary nature.
- ∞ Any person suffering from long-term back problems.
- ∞ When goods are purchased for business purposes
- ∞ When goods are made available for use to a group of people rather than for the personal use of specific individuals, i.e. a stair-lift in a charity building fitted for general use by all disabled persons.

#### (vii) **Do goods hired out qualify for VAT relief?**

Certain items do – including wheelchairs, scooters, etc., subject to a VAT Declaration Form being completed.

For your convenience we have included an On-Line Declaration Form on the VAT Exemption page. Not all items can be exempt. Those items on which EVERYONE has to pay VAT are clearly marked.

### 6.1.3. **Delivery**

(i) Delivery will only be made to the delivery address on the order and goods will not be left without a signature. From the time of receipted delivery of the goods, any loss or damage to the goods shall be at the customer’s own risk.

#### (ii) **Delivery Charges**

Orders over £30.00 in value (before VAT) will be delivered free of charge (UK mainland only).

Orders of £30.00 or below will be charged £4.95.

Northern Ireland: Standard Charge – £20.00

Southern Ireland: Standard Charge – £30.00

Isle of Man, Scottish Isles, Isles of Scilly: Standard Charge – £25.00

(iii) ***RDK Mobility Guarantee:***

Safe arrival of the order is guaranteed. All goods are insured against loss or damage providing that the Carriers docket has been noted in one of the following ways:-

(a) When package received undamaged but contents not examined write:-

“Contents not examined”

(b) When package received damaged write whichever one of the following is appropriate:-

“Package received damaged but contents not examined”

or

“Package received damaged but contents acceptable”

or

“Package received damaged and rejected and returned with Carrier”

Notwithstanding this, claims for damages or shortages can only be accepted provided that they are reported within 24 hours of time of delivery.

6.1.4. ***Prices***

(i) ***Prices quoted are for on-line orders only. In-store prices may vary.***

(ii) All prices are quoted before VAT. Please see the VAT Exemption page.

(iii) We reserve the right to amend prices if circumstances warrant.

6.2. **Step No.2: THE ACCEPTANCE**

Acceptance takes place when the invoice and delivery note for the goods are either posted to the customer or sent with the goods.

6.3. **Step No.3: THE CONTRACT**

6.3.1. **When is a Contract concluded?**

Contract is concluded when either we email the customer of the delivery date for the goods or from the time the goods are delivered to the delivery address on the order.

6.3.2. **Substitute Goods**

We retain the right to supply substitute goods when the ones we agreed to supply are not available. But we will meet the costs of returning any substitute goods if the customer does not want them.

6.3.3. **How long do customers have to cancel an order?**

The cancellation period starts when the contract is concluded (see item 2) and

ends after 7 working days counting from the day following delivery. If the return of non-faulty goods is agreed the customer will be charged all carriage costs.

#### **6.3.4. Can customers always cancel an order?**

No – orders cannot be cancelled for goods requested to a specific size or made to meet the customer's specific requirements.

#### **6.3.5. Can customers always cancel an order outside the 7-day “cooling off” period?**

Yes – if we have agreed that they can and that the customer agrees to meet re-stocking charges and all carriage costs.

#### **6.3.6. What must customers do to cancel?**

∞ Notify us in writing (*a telephone call only is not acceptable*):

by letter to:	Customer Services RDK Mobility Mobility House 35-37 Blackburn Street Radcliffe Manchester M26 1NR
or by faxing:	0161 724 4453
or by email:	<a href="mailto:customerservices@rdkmobility.co.uk">customerservices@rdkmobility.co.uk</a>

(Confirmation by telephone if desired: 0161 724 9580)

#### **6.3.7. Whose responsibility is it to look after goods if an order is cancelled?**

The customer must take reasonable care whilst the goods are in their possession and ensure that the goods are returned to us in pristine condition in the original packaging within 7 days of cancellation of the order.

#### **6.3.8. Who arranges to pay for returning the goods if an order is cancelled when the goods are not faulty and when they comply with the contract?**

Unless we have agreed otherwise it is for the customer to return the goods to us in pristine condition in the original packaging at their expense.

#### **6.3.9. Who arranges and pays for returning the goods if an order is cancelled when the goods are alleged to be faulty? (See item 13)**

(i) If the customer intends to reject the goods we must be informed in writing immediately to Customer Services (see note 7). The customer must not use the product again from that point in time.

(ii) It is for the customer to re-pack and return to us the goods in the original packaging. We will refund the cost of the goods found faulty.

(iii) If the goods are found not to be faulty then the customer will be charged the cost of inspection and repair/replacement and all carriage costs.

**6.4. Is the customer entitled to cancel an order if the goods are delivered late?**

(i) Yes – delivery must be within the delivery period agreed with the customer or, if no period was agreed, within 30 days of RDK receiving the cleared funds.

(ii) The customer is entitled to a full refund including carriage costs.

**7. RETURNS PROCEDURE**

7.1. A Goods Return Number (GRN) must be obtained by the customer from Customer Services (see note 7), prior to the goods being returned. The GRN must accompany the goods, as no goods will be accepted without this number.

**7.2. Can customers claim goods are faulty after the deadline for cancellation has expired?**

7.2.1. Yes – if the goods do not conform to contract, i.e.

(i) “As described” – pictorially or in writing;

(ii) “Not of satisfactory quality” – taking into account appearance and finish (i.e. scratched or dented), price, safety and durability;

(iii) “Fitness for purpose” – the goods must be fit for the purpose provided, as long as they are subjected to normal usage – “normal usage” being that described in the Operator’s Manual (when one is applicable).

**7.3. When do we have to refund a customer’s money if an order is cancelled?**

7.3.1. As soon as possible after the customer cancels, or within 30 days at the latest, we must refund the customer’s money, even if we have not yet collected the goods or had them returned to us.

**8. “WARRANTY” EXPLANATION NOTES (WEN)  
– under the terms of the Manufacturer’s Warranty**

8.1. All our products are guaranteed against manufacturing defects in materials and workmanship for one year from the date of purchase, providing it is reasonable to expect the goods to have lasted that long and providing the products have been properly assembled, used, stored and maintained in accordance with the Operating instructions and that the Warranty Card has been fully and correctly completed and returned within 14 days of receipt of the product. Items not covered under the Warranty include the following:

(i) wear and tear;

(ii) any periodic adjustments necessitated by use or wear, including adjustments of power contacts;

(iii) tyres and wheels;

(iv) abuse, misuse, accident or negligence;

(v) improper operation, maintenance and storage;

(vi) repairs and/or modifications made to any part without specific consent from RDK Mobility;

(vii) battery fluid spillage or leakage.

- 8.2. Warranty replaced parts are covered under the “original warranty” and hence are only valid from the original date of purchase of the goods.
- 8.3. The warranty part supplied will be of at least equivalent specification and age or wear as that part being replaced.
- 8.4. The Warranty is not transferable.
- 8.5. **What must the customer do when a fault becomes apparent?**  
(i) Stop using the product immediately. *Failure to do so will nullify the warranty.*  
(ii) Notify us immediately by telephoning 01204 548 959 and to request a Warranty Return Notification Form (WRF).  
(iii) Complete WRF and return with product to inspection address indicated on WRF.

## 9. YOUR RIGHTS

- 9.1. You can ask us to update your personal information by emailing precise details of your request to:  
[customerservices@rdkmobility.co.uk](mailto:customerservices@rdkmobility.co.uk)  
Please ensure you type “update” in the subject line of your email.

- 9.2. You can ask us not to send you future marketing communications.  
To do this, simply email: [customerservices@rdkmobility.co.uk](mailto:customerservices@rdkmobility.co.uk)  
Type “No Marketing” in the subject line and then the following in the main text:  
your full name  
your postal address, including postcode  
your email address

We will then suppress your data from all direct marketing, although we will still keep it for processing your order and fulfilling customer service and after-sale obligations.  
Alternatively, you can post your request to the address in (3) below.

- 9.3. You also have the right to request a copy of any personal information we hold about you.  
To do this, simply write to us at the following address, enclosing a cheque for £10 payable to RDK Telesales Ltd to cover our administration costs:

Customer Services (Data Subject Request)  
RDK Mobility  
Mobility House  
Radcliffe  
Manchester  
M26 1NR  
United Kingdom  
ensuring the cheque is made payable to: RDK Telesales Ltd.

## 10. Other Websites

This privacy policy only covers this website. Any other websites which may be linked to by our website are subject to their own policy, which may differ from ours.