Terms and conditions of order

Should you require an electronic copy of our terms and conditons please email us

Please note any return or missing item or damaged goods requests with a value of less than £10 will be refunded

Definitions

"Conditions" means General Conditions and the Special Conditions;

"General Conditions" means the conditions set out below as revised from time to time;

"Goods" means the goods (including any installment of the goods or any parts of them) which We supply in accordance with these Conditions;

"Internet" means the global network of computer systems using TCP/IP protocols including (but not limited to) the World wide Web.

"Personal Information" means the details provided by You to Us including (but not limited to) name, delivery and billing addresses and payment information;

"Product" means a product displayed for sale;

"Product Description" means that part of the Website, catalogue or display where certain terms and conditions in respect of the individual Product are provided or such information given to You verbally in Our stores or by post or email;

"Special Conditions" means the terms and conditions in the Product Description which shall take precedence where inconsistent with the General Conditions;

"United Kingdom" means England, Wales, Scotland, Northern Ireland and the Channel Islands and

"Users" means the users of the Website collectively;

"Website" means the collection of pages published on the Internet with the URL [www.cheapdisabilityaids.co.uk] or any other such site owned or operated by Us that may replace it from time to time;

"We/Us" means CHEAP DISABILITY AIDS and "Our", "Ours" and cognate terms shall be interpreted accordingly;

"Working Day" means every day of the year except public holidays.

"You" means a user of this Website, any person (whether corporate or unincorporated) accessing the Website by any means, a customer purchasing from Our shop and/or a customer ordering a Product over the telephone and "Your", "Yours" cognate terms shall be interpreted accordingly.

Cheap Disability Aids Ltd is a company registered in England and Wales with company number 07408314

Should you need to write to us our address is:

Cheap Disability Aids Ltd Unit 9,

Gill and Russell Business Park, Pleck Road, Walsall, WS2 9ES

- 1. Making A Purchase
- 1.1 Use of the Website
- 1.1.1 We grant to You a single non-exclusive and non-assignable licence to access the Website and make use of the functions provided as part of the Website subject always to the Conditions which shall not be amended or waived without Our written agreement. You are provided with access to this Website in accordance with these Conditions and any orders placed by You for products must be placed strictly in accordance with these Conditions.
- 1.1.2 The Website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website.
- 1.1.3 While We will use reasonable endeavours to verify the accuracy of any information We place on the Website, We make no warranties, whether express or implied in relation to its accuracy.
- 1.1.4 We cannot guarantee that the appearance/and or colours of the Goods shown on this site exactly reproduces the appearance and/or colours of the Goods themselves, this will vary according to the resolution and the screen type of your computer. All sizes quoted are approximates.
- 1.1.5 The Website is provided on an "as is" and "as available" basis without any representation or endorsement made and We make no warranties of any kind, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.
- 1.1.6 We make no warranty that the Website will meet Your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy and reliability of the Website will be available to You at any time. We will not be responsible or liable to You for any loss of content or material uploaded or transmitted through the Website. You are responsible for maintaining suitable virus protection software on Your computer.
- 1.1.7 We shall not be liable for the non-accessibility of this Website due to the technical inefficiency or failure (but not limited to) such failure caused by electricity supply faults or non-functionality of the Internet.
- 1.1.8 We accept no responsibility for the inaccessibility of this Website caused by the Users of non-compatible, defective or obsolete hardware or software, nor shall We be liable for failure to inform Users of the hardware and software required for use of the Website.
- 1.2 Personal Information
- 1.2.1 You warrant that:
- 1.2.1.1 The Personal Information which You are required to provide is true, accurate, current and complete in all respects; and
- 1.2.1.2 You will notify Us immediately of any changes to the Personal Information affecting any order by contacting Us by e-mail at customerservices@cheapdisabilityaids.co.uk and any products sent to an

incorrect address given by yourself is your responsability.

- 1.2.1.3 You will not in using the Website or by telephone or at Our stores impersonate any other person or entity or use a false name or a name that You are not authorised to use.
- 1.3 Privacy policy
- 1.3.1 We will treat all Your Personal Information obtained through the Website, by telephone and from face-to-face contact as confidential (although We may disclose this information in the circumstances set out below). We will keep it on a secure server and We will comply with current applicable English data protection and consumer legislation.
- 1.3.2 When You shop on the Website by telephone and in Our stores We will ask You to input and/or provide and We will collect Personal Information from You such as Your name, e-mail address, billing address, delivery address, telephone number, product selections, credit card or other payment information.
- 1.3.3 We may also collect information about where You are on the internet (eg Your URL, IP address, domain types such as (.co.uk and .com), Your browser type, the country and telephone area code where Your computer is located, the pages of Our Website that were viewed during Your visit, any advertisements You clicked on, and any searches that You performed on Our Website ("User Information")).
- 1.3.4 We confirm that any Personal Information that You provide to Us (or that is available on public registers) and any User Information from which We can identify You, is held in accordance with the notification We have provided to the Information Commissioner pursuant to the Data Protection Act 1998. We may process Your Personal Information and User Information only for the following purposes:
- 1.3.4.1 Processing Your orders;
- 1.3.4.2 Performing the contract;
- 1.3.4.3 For statistical purposes to improve the Website and its services to You;
- 1.3.4.4 To administer the Website;
- 1.3.4.5 To notify You of products or special offers that may be of interest to You;
- 1.3.4.6 Where required by law or where processing without consent is permitted by the Data Protection Act 1998.
- 1.3.5 You agree that You do not object to Us contacting You for any of the above purposes whether by telephone, e-mail or in writing and You confirm that You do not and will not consider any of the above as being a breach of any of Your rights under the Telecommunications (Data Protection and Privacy) Regulations 1999.
- 1.3.6 When You order You accept that You consent to receive information from Us by post, e-mail or telephone, about products, promotions or special offers that We feel may be of interest to You. In the event that You do not wish to be contacted for such purposes, You may unsubscribe from Our mailing list at any time by replying to a promotional e-mail with the word "unsubscribe" in the subject line, or by e-mailing us..
- 1.3.7 Your Personal Information will be disclosed to third parties who will help process Your order and payment. We will not release Your Personal Information to any outside company for mailing or marketing purposes not connected to Our products and services.
- 1.4 Indemnity

- 1.4.1 You agree fully to indemnify, defend and hold Us, and Our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the Conditions by You or any other liabilities arising out of Your use of the Website, or that of any other person accessing the Website using Your Personal Information.
- 1.5 Our rights
- 1.5.1 We reserve the right to:
- 1.5.2.1 modify or withdraw, temporarily or permanently, the Website (or any part thereof) with or without notice to You and You confirm that We shall not be liable to You for any modification to or withdrawal of the Website; and/or
- 1.5.2.2 change the Conditions from time to time, and Your continued use of the Website (or any part thereof) or placing of any order following such change shall be deemed to be Your acceptance of such change. It is Your responsibility to check regularly to determine whether the Conditions have been changed. If You do not agree to any change to the Conditions then You must immediately stop using the Website or placing any orders.

1.6 Third-party links

To provide increased value to Our Users, We may provide links to other websites or resources for You to access at Your sole discretion. You acknowledge and agree that, as You have chosen to enter the linked website, We are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources. If You have a particular concern regarding the way Your personal information will be used then You are advised to read the privacy statement on the relevant site.

- 2. Purchase of Goods
- 2.1 Order Acceptance
- 2.1.1 In the event that Your order is not in stock We will back order for You.
- 2.1.2 No contract will subsist between you and Us for the sale by Us to you of any Goods unless and until We accept Your order by e-mail or otherwise in writing confirming that We have accepted Your order. Completion of the contract between You and Us will take place on the despatch to You of the Products. For the avoidance of doubt, any such contract will be deemed to have been concluded in the United Kingdom.
- 2.1.3 Non-acceptance of an order may be a result of one of the following:
- 2.1.3.1 The product You ordered being unavailable from stock;
- 2.1.3.2 Our inability to obtain authorisation for Your payment;
- 2.1.3.3 The identification of a pricing or product description error;
- 2.1.3.4 You not meeting the eligibility to order criteria set out under 2.6 in the General Conditions

but for the avoidance of doubt we reserve the right to reject any offer to buy any Goods received from any person.

- 2.1.4 If there are any problems with Your order, We will contact You using the Personal Information provided by You.
- 2.1.5 If You wish to exercise Your right to cancel this contract prior to order despatch, follow the procedure set out in Order Changes/Cancellation below. If Your order has already been dispatched please follow the procedure set out in Returns below.
- 2.1.6 We will take all reasonable care, as required by applicable data protection law, to keep the details of Your order and payment secure, but in the absence of negligence or breach of any applicable law on Our part We cannot be held liable for any loss You may suffer if a third party procures unauthorised access to any data You provide when accessing or ordering from the Website.
- 2.2 If You are purchasing Goods via the Website just browse our Catalogue, and click on any items that You wish to buy and put them into the shopping cart. After You have finished your selection, click on "Order" and You will be asked for a few details that We need to be able to satisfy the order

We accept credit card and debit card payment

- 2.3 Order Changes/Cancellation
- 2.3.1 If the contract for the purchase of Goods has been concluded via telephone, Internet or correspondence (including email) without any face to face contact having occurred between us consumers then You may have a 7 working day period from the day after the Goods are delivered in which to cancel this contract under the Distance selling regulations as set our under UK law. This right does not apply [where and to the extent that] We have started to customise any materials (including manufacturing Goods) or where We have placed Your order for customised items from Our manufacturer in accordance with Your requirements or you are a non consumer such as a business or your order is not covered by UK distance selling regulations for example International Orders.Customised goods cannot be cancelled.Software based products are also excempt from return. Business to business transactions are also excempt from this.
- 2.3.2 If You wish to change or cancel an order then You should contact Us as provided for below. We will endeavour to act on Your request but We may have already placed Your order with Our supplier and customisation of the Goods may have commenced or arrangements may be being made to send the Goods out to You. If this is the case then We cannot always cancel the order or where we do there maybe charges for doing so.
- 2.3.3 To change or cancel an order contact us using the contact us page and provide your:
- 2.3.3.1 Customer Name;
- 2.3.3.2 Order Number;
- 2.3.3.3 Date of the order;
- 2.3.3.4 Details of the change or cancellation.
- 2.3.4 If Your order is unable to be cancelled for the reasons provided above please follow the procedure set out in Our Returns policy below.
- 2.3.5 Please note that Your right to return Goods pursuant to the Distance Selling Regulations 2000 does not apply in this contract where the Goods are manufactured for You or customised in any way or if the item is a piece of software which has been used or opened or you live in a country not governed by the distance selling regulations.

- 2.3.6 If You are canceling because of any problem with the Goods, please notify Us of the problem at the time of cancellation and contact us to arrange a return.
- 2.3.7 Your order maybe delivered in installments and each dispatched order part is subject to a new contract and no cancellation or termination of any one contract relating to any one installment shall entitle you to repudiate or cancel any other previous installment or contract.

2.4 Returns

2.4.1 If You wish to return a defective item to Us then You must inform Us of any transit damage within 7 days and provide this in writing within 30 days. You must report inherent defects in the Goods to Us in writing within 7 days from the date of delivery. Where We have received notification within the correct deadline then We will (at your option) replace or exchange the goods or refund the price of the item.

Stock shortages and incorrect items must also be reported within 7 days so we may investigate this and check the parcel's using our photo security weighted system.

- 2.4.2 To return goods use the contact us form stating the reason for the return.
- 2.4.3 Please ensure in both of the above situations that the item is securely wrapped for transit. Failure to comply will mean that We will deduct Our recovery costs from any refund We owe You.
- 2.4.4 We will initiate any refunds, replacements or exchanges within 30 days back to the credit or debit card you paid with.
- 2.4.5 This policy is in addition to any statutory rights that You may have as a consumer, which remain unaffected.
- 2.4.6 Return postage is paid by the consumer.
- 2.4.7 Any free gifts applied to your order must also be returned if returning items or cancelling your order and failure to return these items will result in your refund being made minus the gift value and postage costs for your order.
- 2.4.8 If returning partial orders if the return refund means that the order falls below the free delivery offer of £50.00 your refund will be made minus the delivery charge.

2.5 Description of Products

- 2.5.1 Each Product purchased is sold subject to its Product Description which may set out additional Specific Conditions related to that Product including, without limitation, terms and conditions concerning estimated delivery dates and times, warranties, after-sales service and guarantees.
- 2.5.2 We will take all reasonable care to ensure that all details, descriptions and prices of Products are correct at the time when the relevant information was entered onto the system. Although We aim to keep the Website as up to date as possible, the information including Product Descriptions appearing on the Website at a particular time may not always reflect the position exactly at the moment You place an order. We cannot confirm the price of a Product until Your order is accepted in accordance with Our Order Acceptance policy above.
- 2.5.3 For the purposes of Regulation 7 & 8 of the Distance Selling Regulations 2000 You acknowledge that the information available in the vicinity of the Products on the Website is provided in discharge of Our obligation to provide information to consumers. You are invited to produce a hardcopy of that information from the Website to retain for Your records.

- 2.5.4 In the event that any of our sensory kits are provided with subbed items of the same or higher price when items are out of stock from within that kit the sub's are classed as a being of a similar nature and value and is a condition of sale of our sensory kits.
- 2.6 Payment
- 2.6.1 All quotations provided by Us to You are valid for thirty days.
- 2.6.2 All prices are shown inclusive and exclusive of VAT (where applicable) at the current rates and are correct at the time of entering the information onto the system. The total cost of Your order is the price of the Products ordered including VAT, plus delivery charges. Payment can be made by any of the methods specified in the Conditions and payment will be debited once the Goods have been ordered
- 2.6.3 We reserve the right to make adjustments to the price to take account of any increase in Our supplier's prices, or the imposition of any taxes or duties, or if due to an error or omission the price published for the goods is wrong whether or not the order has been confirmed. We will inform You of the correct price and give You the opportunity to cancel the order
- 2.6.4 You confirm that the credit or debit card You use to place an order is Yours and you have permission to use the card.
- 2.6.5 All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of Your payment card refuses to or does not, for any reason, authorise payment to Us, We will refuse Your order.
- 2.6.6 All card payments are processed by Nochex payments or other such person or company as We may nominate from time to time.
- 2.6.7 UK Orders are subject to shipping charges:
- 2.7 Refusal of Transaction
- 2.7.1 We reserve the right to withdraw any Goods from the Website or Our catalogue or stores at any time and/or remove or edit any materials or content on this Website. We may refuse to process a transaction for any reason to anyone at any time at Our sole discretion. We will not be liable to You or any third party by reason of Our withdrawing any Product, removing or editing any materials or content on the Website; refusing to process a transaction or suspending any transaction after processing has begun.
- 2.7.2 To be eligible to purchase Products on the Website you must:
- 2.7.2.1 Be over the age of 18 years,
- 2.7.2.2 Register by providing Your real name, phone number, e-mail address, payment details and other requested information;
- 2.7.2.3 Stipulate a delivery address in the United Kingdom. Please note that PO box numbers, hotels and accommodation addresses are not acceptable
- 2.7.2.4 Possess a valid credit or debit card.
- 2.7.3 By making an offer to buy Goods, You specifically authorise Us to transmit information (including any updated information) or to obtain information about You from third parties from time to time, including but not limited to Your debit or credit card number or credit reports, to authenticate Your identity, to validate Your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

- 2.7.4 In the event a product is listed at an incorrect price due to typographical error or error in pricing information from our suppliers, taxes or duty changes, We shall have the right to refuse or cancel any orders listed at the incorrect price whether or not the order has been confirmed. If Your credit card has already been charged and We subsequently cancel Your order, We will immediately issue a credit to Your credit card account in the value of the incorrect price (including delivery charges).
- 3. Delivery Schedule
- 3.1 Delivery
- 3.1.1 Where delivery or despatch times are stated anywhere on the Website, the times are approximates only and while We endeavour to deliver to You within the time stated, delivery could be delayed due to events beyond Our control. The time of delivery is not the essence of the contract. For the avoidance of any doubt We shall not be liable for any loss arising from delay in delivery or non-delivery. Many of our products are custom made and ordered and therefore can take longer than off the shelf products.
- 3.1.2 In the majority of cases Goods will be delivered to You by a third-party carrier and the cost of delivery will be included in the total price of the order and notified to You on the checkout page of the Website, prior to completing your order.
- 3.1.3. Delivery times are as agreed between Us and You and not as provided for in The Consumer Protection (Distance Selling) Regulations 2000 where applicable.
- 3.1.4 We may deliver the Goods in installments, and each delivery shall constitute a separate contract and failure by Us to deliver one or more of the installments in accordance with these Conditions shall not entitle You to treat the contract as a whole repudiated.
- 3.1.5 Notification of short delivery or damage in transit must be made in writing to Us within 7 working days of the receipt of the Goods.
- 3.1.6 Deliveries are made to the nearest hard road point and for the avoidance of doubt We are only insured and required to deliver the Goods to Your delivery address and not to bring them into a property or install them.
- 3.1.7 We will only deliver Goods to the card billing address on the order.
- 3.1.8 If for any reason You do not accept delivery of any Product in accordance with this paragraph then We may charge You an additional fee to cover any reasonable direct cost incurred by Us as a result.
- 3.1.9 We will deliver to Your delivery address where possible provided that the property is situated on a hard road point.
- 3.1.10 For the avoidance of doubt, You will be responsible for the Goods as soon as they have been delivered to Your delivery address. From the time of delivery of the Goods any loss or damage to the Goods shall be at Your own risk.
- 3.1.11 Upon delivery of a Product you should carefully inspect the Goods. If any of the Goods are damaged or lost, please contact us within 7 working days to inform us of the problem and do not use the Goods.
- 3.1.12 Should you need to change your order delivery address this will need to be placed in writing to us to our head office address as listed below and proof of identity of your new address sent along with this. Please send your change of address to Cheap Disability Aids Ltd ,Unit 9,Gill and Russell Business

Park, Walsall, WS2 9ES and also ensure you update your delivery address within your user admin account area. If you do not follow these steps you will be responsable for the goods should they be sent to an address you have previously provided as we cannot action a change of address without the above steps being completed.

- 4. Property and Risk
- 4.1 Risk of damage to or loss of the Goods shall pass to You:
- 4.1.1 in the case of Goods to be delivered at Our premises, at the time when We notify You that the Goods are available for collection; or
- 4.1.2 In the case of Goods to be delivered otherwise than at Our premises, at the time of delivery or, if You wrongfully fail to take delivery of the Goods, the time when We have tendered delivery of the Goods.
- 4.2 The property in the Goods shall not pass to You until We have received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be supplied by Us to You for which payment is then due.
- 4.3 Until such time as the property in the Goods passes to You (and provided the Goods are still in existence and have not been resold), We shall be entitled at any time to require You to deliver up the Goods to Us and, if You fail to do so forthwith, We and any authorised servants and agents are hereby irrevocably authorised without the need for consent of any third party to enter upon Your premises or any third party premises where the Goods are stored and repossess the Goods.
- 4.4 You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain Our property, but if You do so all the monies owing by You to Us shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
- 5. Warranty
- 5.1 Subject to the Conditions, We warrant that the Goods shall at the date of delivery to You be free from defects in workmanship and materials.
- 6. General
- 6.1 Intellectual property and right to use
- 6.1.1 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website or otherwise by Us shall remain at all times vested in Us or the owners under licence from whom the content appears. You are permitted to use this material only as expressly authorised by Us.
- 6.1.2 You acknowledge and agree that the material and content contained within the Website is made available for Your personal non-commercial use only and that You may (if necessary to make a Purchase) download such material and content onto only one computer hard drive for such purpose. Any other use of the material including (but not limited to) reproduction, modification, distribution, transmission, removal, deletion, addition, display, performance, or replication of the content of the Website or any other manner of exploitation of any contents of the Website or Our catalogue in part or

in whole is strictly prohibited.

- 6.1.3 Any copyright material posted on this Website or in Our Catalogue which is not Our property is acknowledged as such. All right to this copyright remain with the proprietor of the copyright subject to a licence to Us.
- 6.3 Limitation of liability
- 6.3.1 We will not be liable in contract, tort (including, without limitation, negligence), or for precontract or other representations (other than fraudulent misrepresentations) or otherwise for:
- 6.3.7.1 any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- 6.3.7.2 any loss of goodwill or reputation; or
- 6.3.7.3 any special or indirect losses;

suffered or incurred by any party arising out of or in connection with any use of the Website.

Nothing in the Conditions shall exclude or limit Our liability for death or personal injury resulting from Our negligence or that of Our servants or employees.

- 6.3.2 Any advice or recommendation given by Us or Our employees or agents to You or Your employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by Us is followed or acted upon entirely at Your own risk, and accordingly We shall not be liable for any such advice or recommendation which is not so confirmed.
- 6.4 Force Majeure
- 6.4.1 We shall not be liable to You where performance of any of Our obligations to You is prevented, frustrated or impeded by reason of acts of God, war and other hostilities, civil commotion, accident, strikes, lock outs, trade disputes, acts or restraints of Government or any other cause not within Our reasonable control.
- 6.5 Severance
- 6.5.1 If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Conditions and shall not effect the validity and enforceability of any of the remaining provisions of the Conditions.
- 6.6 Waiver
- 6.6.1 No waiver by Us of any provision of the Conditions shall be construed as a waiver of any proceeding, succeeding or continuing breach of any provision of the Conditions.
- 6.7 Entire agreement
- 6.7.1 These Conditions govern Our relationship with You. Any changes to these Conditions must be in writing and signed by both parties. You confirm that, in agreeing to accept the Conditions, You have not relied on any representation save insofar as the same has expressly been made a term of these

Conditions and You agree that You shall have no remedy in respect of any representation.

6.7.2 Nothing in this Clause shall limit or exclude Our liability in respect of any fraudulent misrepresentation whether or not such has become a term of the Conditions.

6.8 Law

- 6.8.1 The Conditions shall be governed by and construed in accordance with the laws of Northern Ireland and You irrevocably submit to the exclusive jurisdiction of the courts of Northern Ireland.
- 6.8.2 The submission by the parties to such jurisdiction shall not limit Our right to commence any proceedings arising from any breach of these conditions in any other jurisdiction it may consider appropriate.
- 6.8.3 In the event that You are resident outside Northern Ireland, You shall not object to any application by Us for an alternative means or place of service or dispensing with service of any court proceedings.
- 6.9 Statutory Rights
- 6.9.1 Where You are a consumer as defined by the Distance Selling Regulations 2000 Your statutory rights are not affected by the Conditions.
- 6.9.2 All telephone calls are recorded both inbound and outbound to serve as proof of contract and agreement and for the purpose of crime prevention and security and are subject to the data protection act. We will record calls made between you and any agents or persons acting on your behalf.
- 7.0.1 Returns & Re-stockage If you change you mind and which to send back un-opened goods that are outside the terms of the distance selling act then there will be a re-stockage of 20% plus a outbound postage charge of £9.99, the customer must ensure that the goods are returned at their expense in good re-sellable as new condition and make sure that the return delivery is fully insured against damage in transit. If goods are returned are damaged in transit then we will refuse the goods and no refund will be issued.
- 7.0.2 Business to business transactions are not within the distance selling regulations and returns are subject to a 20% restocking fee and outbound postage charge of £9.99
- 7.0.3 Where you return goods under the distance selling regulations you are entitled to send the items back at your cost and risk inline with the distance selling regulations.
- If however you select the option for us to arrange collection the fee you select on the returns form is non refundable and will be charged should you change your mind and decide to send the item back yourself once we have either booked the courier or started admin work to book the courier by offering dates for collection and this fee will be deducted from any refund due. For avoidance of doubt when completing your returns form you are clearly asked that you agreed to our terms and conditions and are offered free options to return the goods to us.
- 7.0.4 When we arrange the collection our insurance only covers goods for damage in transit should the items not be in the original condition as sold because you have used the item prior to returning we will refuse the return and charge an additional delivery charge of the sum shown.
- 7.0.5 Should you select the option for us to book a courier for a collection of goods in which you are returning under the distance selling regulations and you miss the delivery slot we will only rebook the delivery for the cost of the option chosen by yourself and cannot rebook your collection at no additional cost so please ensure if you select us to collect your parcel that you are in and present at the property

for the times allocated to your collection.

7.0.6 For avoidance of doubt again to clarify at the time of requesting a return under the distance selling regulations you are always given the option to return your items free of charge and our charge is for the time and admin involved with processing the return and as a service provided will be excempt from the distance selling regulations.

7.0.6 Orders placed on a business to business basis which have two or more failed delivery attempts will be charged £9.99 postage if the parcel is returned to us as uncollected or undeliverable this charge is non refundable and will be deducted from your refund once we have the goods back into our warehouse and is in addition to any postage charged at time of sale.

- 8.0.1 Gift cards are valid on the website for the value shown on the voucher only.
- 8.0.2 Vouchers are valid for 12 months and any balance not used after this period and any remaining balance will be deducted with no refund.
- 8.0.3 Cheap Disability aids cannot be held liable for any lost, stolen or damaged gift vouchers or any value on the vouchers, cheap disability aids are not liable for any use without your prior knowledge.
- 8.0.4 The voucher cannot be resold and has no resale value and no cash value and cannot be exchanged for vouchers or cash
- 8.0.5 if an intended purchase is for a higher amount than the face value of the voucher(s), the difference can be made up with card payment. If a purchase is for a lower amount, no change or credit can be given. Vouchers cannot be used in conjunction with any special promotions, discount tokens, coupons or cards.

9 Business customers

9.0.1 For the purpose of contract you are deemed a business customer if you are:

Any corporate body,educational establishment,hospital,health authority,goverment or local goverment body,or any other business type or any other person for whom a trade account has been granted. When placing an order with Cheap Disability Aids as a business customer you do so on the basis that you have authority to order and this authority has been provided to you by a manager or finance officer within your organisation, if you place an order and this authority is not given and the goods have been dispatched the cost of the goods will be charged to you as an individual if your company or organisation refuse payment.

- 9.0.2 Business customer are excempt from the consumer distance selling regulations and cancellations are discretionary and where granted subject to a restocking fee of 20% and deduction of outbound postage of £9.99.
- 9.0.3 Business customers are liable for all carriage costs both to recieve from us and send to us.
- 9.0.4 All monies owing to the supplier maybe subject to immediate payment upon request.
- 9.0.5 In the event monies are outstanding 10 days after your invoice date we may charge a late payment of £40.00 legal recovery fee plus Interest at 8.5% if payment is not made following your reminder letter in accordance with the Late Payment of Commercial Debts (Interest) Act 1998
- 9.0.6 Should monies remain outstanding after invoice date we reserve the right to withdraw future credit agreements from the business and any sums owed will be repayable on demand.
- 9.0.7 All local authority and governments are able to apply for purchase invoice payments and charities and other businesses may apply but maybe subject to a credit check.
- 9.0.8 Product warranties on B2B contracts for commercial grade items are repair or replace only,
- 9.0.9 Products which are not listed as commerical grade and are used in a commerical environment may invalidate the warranty.
- 9.1.0 Orders placed on a business to business basis which have two or more failed delivery attempts will be charged £9.99 postage if the parcel is returned to us as uncollected or undeliverable this charge is non refundable and will be deducted from your refund once we have the goods back into our warehouse and is in addition to any postage charged at time of sale.

10 Product warranties

For Mains operated electrical goods

The product is warranted for a period of twelve (12) months from date of purchase by original user for any manufacturing faults as per the Sales of Goods act.

If used commercially, the warranty is ninety (90) days from date of purchase by the original purchaser.

Repair parts are warranted for a period of ninety (90) days from date of purchase.

Replacement parts used in warranty repairs are warranted for a period of ninety (90) days or the balance of the warranty period, whichever is longer.

Warranty Exclusions

- 1. Plastic housings.
- 2.Bulb life time and general bulb maintance
- 3.Self repair or replacement parts used without permission by the manufacturer or Cheap Disability Aids Ltd.
- 4.Damaged parts resulting from an accident
- 5. Damage caused by improper operation, maintenance or storage.
- 6.Damage caused by commercial use or use other than normal.
- 7.Removable batteries and damage caused by leakage of batteries are not covered by this Warranty.
- 8.Any items supplied with removable batteries are demo batteries and are not covered by warranty nor are they tested to be working, any items where batteries are present are for testing purposes and may need replacing by the customer upon receipt of goods for the goods to work.
- 9.Items covered by warranty are only covered within the Country in which they are sold, if the product is later sent to another non EU country by the customer directly and develops a fault this is outside of the warranty policy as we cannot provide warranty for damage or fault once passed through the shipping process which has not been arranged by us.
- 10. Warranty does not cover the following items with our computer and touchscreen packages:
- ·Wear and tear
- Damage to keyboard
- Damage to screen
- Damage to motherboard caused by damage to powerjack
- Consumables eg battery, power packs/cables
- Damage caused by liquids
- Damage caused by virus
- Software problems
- •Use of third party replacement parts which are not an official replacement or brand without authorisation.
- •This Warranty is not valid if the defect or malfunction was caused by damage resulting from operation of the product contrary to instructions contained in the user manual or any misuse or abuse of the product. Also, this Warranty does not cover any defect that has occurred as a result of any modification or servicing performed by anyone other than the designated Cheap Disability Aids Service Centre.

Conditions Which Will Void The Warranty

This warranty will be void if the product has been subjected to negligence, abuse, misuse, accidental damage, improper operation, improper maintenance, removing casings or parts or improper storage or attempted repair without authorisation from Cheap Disability Aids Ltd.

The warranty is also void if damage is due to unauthorised modifications or alterations.

11. Price Matching

- •Price matching only applies directly to our sensory rivals, these being Sensory toy warehouse, Explore the senses, TFH and other specialist sensory toy retailers based in the UK
- •Price match only applies to the above retailers at the normal RRP price and does not apply to sale prices or reduced prices.
- •Price match also must include VAT and delivery
- •Price match must be for an identical product and of the same brand and colours.
- •Price match only applies to items which are in stock and ready to purchase from our rivals and we cannot price match out of stock items.
- •Price matching can only happen prior to a purchase and not after a sale has been completed and shipped.
- •Price Match is at the sole discretion of the manager and the decesion is final

By completing a sale and sending an order online at www.cheapdisabilityaids.co.uk you agree to all the above terms and also agree to our Returns Policy & Shipping Information