

## Acorn Club - Terms of Use

### 1. General

- 1.1 These terms of use apply to **AcornClub.com** ("The Website").
- 1.2 This web domain is owned and operated by Acorn Mobility Services Limited, a company registered under company number 2593771 in England and Wales with VAT registration number 607057749 and with its registered office at Telecom House, Millennium Business Park, Steeton, BD20 6RB ("Acorn", "us", "we" or "our" for short).
- 1.3 "You" and "your" means you as the user of the Website.

### 2. Terms that apply to Your use of our Website

- 2.1 These terms of use together with our Privacy Notice <https://www.acornstairlifts.co.uk/info/privacy-policy> (collectively "the Agreement") govern your use of the Website.
- 2.2 You should read the Agreement prior to using the Website and by continuing to use the Website you are signifying that you agree to the terms. If you do not agree to the terms of the Agreement you should not use the Website.
- 2.3 You may save and/or print out a copy of the Agreement for future reference.
- 2.4 If you are uncertain about any of the terms of the Agreement, please email us or write to us at the addresses below (see 'Contact us' section) and we will respond to your query as soon as we can.

### 3. Registration

- 3.1 If you have registered on the Website and ticked the 'Promotions box', you have given consent and agreed to receive future email communications relevant to your Acorn Club account.
- 3.2 We collect the personal information that is provided by you when you register on the Website. This will include your name, address and contact details.
- 3.3 We will use your contact details to communicate with you about features and benefits of Acorn Club and to tell you about products and services which may be of interest to you.
- 3.4 You can change your mind about these communications at any time. Should you prefer not to receive email communications from us, you can unsubscribe by email to [unsubscribe@acornclub.com](mailto:unsubscribe@acornclub.com). Alternatively, you can also click the unsubscribe link contained in any future email communications you receive.

### 4. Your Information

- 4.1 You can access the personal and transactional information that we hold about you in the My Account area of the Website, after login.
- 4.2 You can ask us to change or delete any personal information previously provided. If we can we will but sometimes we have to maintain certain records for legal reasons.
- 4.3 We will not retain your personal information for longer than is necessary for the maintenance of your Acorn Club account, or to meet other legal or regulatory requirements.

### 5. Purchases made via the Website

- 5.1 Additional, separate terms and conditions also apply to each product and service purchased through the Website ("Additional Terms"). You should read the applicable Additional Terms for any particular product or service that you purchase.
- 5.2 If there is any conflict between this Agreement and the Additional Terms, the Additional Terms will take priority in respect of the product or service in question.
- 5.3 For the purposes of this Agreement, products and services include any upgrades and accessories as well as repair and maintenance services shown on the Website.

### 6. Changes to this Agreement

- 6.1 We may from time to time make changes to the terms of the Agreement.
- 6.2 Please review the Agreement from time to time to ensure that you are aware of any changes made by us. If you do not agree to such changes, you should not use the Website.

### 7. Accessing our Website

- 7.1 Access to the Website is permitted on a temporary basis. Access to the Website is dependent upon availability of the World Wide Web and we accept no responsibility for your inability to access the Website arising out of circumstances beyond our reasonable control.
- 7.2 We reserve the right to withdraw, disable, or amend access to the Website without notice. In addition, we reserve the right to disable your access at any time if, in our opinion, you have failed to comply with any of the provisions of the Agreement.

### 8. Reliance on information posted on our Website

- 8.1 Unless expressly stated otherwise, commentary, information and other materials posted on the Website are not intended to constitute professional advice, and should not be relied upon in this way.

### 9. Linking to our Website

- 9.1 You may link to our home page, provided you do so in a way that is fair and legal and which does not damage our reputation or take advantage of it.
- 9.2 You must not link to our Website in any way which suggests any form of association, approval or endorsement on our part where none exists.
- 9.3 You must not remove or obscure any copyright notice, advertisement or other information published on the Website.
- 9.4 The Website must not be framed on any other website.
- 9.5 We reserve the right to withdraw linking permission without notice.

### 10. Permission to use our Website and its content

- 10.1 We own the content, graphics, text, photographs, logos, marks (including the registered trademarks 'Acorn' and 'Acorn Stairlifts') and other contents of the Website (collectively "the Materials").
- 10.2 The Materials are protected by various intellectual property rights including copyright, trade mark and database rights.
- 10.3 We expressly reserve all intellectual property rights in the Materials and, other than set out below, no right or licence is granted to you to use any Materials.
- 10.4 You are only permitted to retrieve and display the Materials on a computer screen, store Materials in electronic form on disk (but not on any server or other storage device connected to a network) and print one copy of such Materials for your own personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices.
- 10.5 Other than set out above, you may not reproduce, modify, copy, distribute, display, broadcast, transmit or use any of the Materials without prior written permission from us.

### 11. Third-party sites and content

- 11.1 Whilst the Website may contain links to third-party websites they should not be regarded as an endorsement, affiliation or association with the third-party website in question.
- 11.2 If you decide to visit any third-party website you do so at your own risk. We are not responsible for the content, accuracy or opinions expressed in such websites and assume no liability for their content.
- 11.3 Please remember that when you use a link to go from our Website to another website, our Privacy Notice will no longer apply. Please make sure you read the rules and policies relating to that website before proceeding.

### 12. Making a purchase - Ordering products and services via the Website

- 12.1 As previously stated, Additional Terms also apply to each product and service purchased through the Website. You should read the applicable Additional Terms prior to applying for a particular product or service.
- 12.2 We may change the price and details of products and services (including any offers) at any time before we accept your order to purchase them.
- 12.3 All products and services are subject to availability. Where any product or service turns out to be temporarily unavailable, we may offer a replacement product to you. You have the right to accept or refuse this replacement product. If you choose to refuse it you will be able, at your option, to either order another product or service from our Website or cancel your order and claim a refund.
- 12.4 All orders are subject to acceptance by us.
- 12.5 Acorn uses its reasonable endeavours to keep copies of all orders placed for products and services by you, but cannot guarantee that it will keep a copy of every order for an unlimited time due to the number of orders it receives.

### 13. Acceptance of orders by Acorn

- 13.1 Once an order is accepted and confirmed by Acorn a binding contract is formed.
- 13.2 Notwithstanding that we will endeavour to maintain a record of all of your orders on the Website, you should print out a copy of the Additional Terms applicable to the product or service you purchase and keep a copy of the confirmation of purchase in a safe place as a record of each transaction.
- 13.3 Your rights to cancel a purchased product or service will be set out in the Additional Terms for that product or service.

### 14. Prices and payment

- 14.1 The price of products and services on the Website will be as quoted on the Website from time to time, except in the case of obvious errors.
- 14.2 VAT may apply.
- 14.3 We may change the price and details of products and services (including any offers) at any time before we accept your order to purchase them.
- 14.4 We accept payment via direct debit and online banking, details of which are set out in the Additional Terms applicable to each product or service.

### 15. Communication between you and us

- 15.1 If you need to contact us about anything relating to the Agreement, you can do using the details in the "Contact Us" section below.
- 15.2 If we need to contact you, we will do so by telephone, email or post to the telephone number, email or postal address provided by you during the registration process or during any subsequent correspondence.

### 16. Limits on our responsibility to you

- 16.1 We are careful about the content we display on our Website and we try to ensure that the Website is safe to access and use but errors (including inaccuracies and typographical errors) and defects may occur.
- 16.2 Whilst we reserve the right, at any time and in our sole discretion, to correct any errors or omissions, make changes to the features, functionality or content of the Website and to edit or delete documents, information or other content on the Website, the Website is provided without any guarantees, conditions or warranties. As such we cannot guarantee that the Website is or will be error free, free of viruses or other harmful components or that defects will be corrected.
- 16.3 As far as the law allows, we exclude all statements, terms and warranties that may be implied.
- 16.4 We will not, under any circumstances, be responsible for any losses you suffer as a result of using this Website that are not as a direct consequence of our behaviour and that we could not have been expected to foresee. In particular, we will not be responsible for losses related to any business (including profits), loss of data or loss of goodwill, whether these losses are direct, indirect or for any indirect financial (or monetary) losses.
- 16.5 This does not affect our liability for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or for any other liability which cannot be excluded or limited under applicable law.
- 16.6 Our responsibility to you for each product or service purchased will be as set out in the Additional Terms applicable to the product or service in question.
- 16.7 Your statutory rights are not affected by anything in this Agreement.

### 17. Legal compliance and applicable law

- 17.1 You agree to comply with all applicable laws and regulations in England and Wales in connection with your use of the Website and any Materials.
- 17.2 The laws of England and Wales apply to and govern any dispute arising out of or in connection with the Agreement or its subject matter (including non-contractual disputes or claims).
- 17.3 All disputes relating to this Agreement or our Website shall be subject to the jurisdiction of the courts of England and Wales.
- 17.4 You should read the applicable section of the Additional Terms in respect of any dispute arising out of or in connection with the purchase of any product or service.
- 17.5 Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed so that it is compliant with applicable law and the remaining portions shall remain unaltered and in full force and effect.
- 17.6 To the extent that anything in or associated with the Website is in conflict or inconsistent with this Agreement, this Agreement shall take precedence.
- 17.7 Our failure to enforce any terms of this Agreement shall not be construed as a waiver of the term or the right to enforce it.
- 17.8 Our rights under this Agreement shall survive any termination of this Agreement.

### Contact Us

If you have any concerns or queries about material that appears on our Website please email us at [support@acornclub.com](mailto:support@acornclub.com) or write to us at Acorn Mobility Services Limited, Telecom House, Millennium Business Park, Steeton, West Yorkshire, BD20 6RB.