

**TERMS OF SALE OF MEDICAL AIDS  
AND SUPPLY OF SERVICES DIRECT TO PATIENT**

**PLEASE READ THESE TERMS OF SALE/SUPPLY CAREFULLY AND RETAIN A COPY OF THESE TERMS FOR FUTURE REFERENCE**

**1. Interpretation**

1.1 In these Terms:

- 1.1.1 "CONTRACT" means the contract (if any) formed in accordance with clause 2.2;
- 1.1.2 "CONSUMABLES" means any consumables used in connection with the supply of Medical Aids and/or Services including, without limitation, socks, dressings, walking sticks, etc;
- 1.1.3 "COST ESTIMATE" means the proforma, report, letter, e-mail or other document outlining estimated costs of the Medical Aids, Consumables and/or Services to be provided which PACE has given or sent to you;
- 1.1.4 "MEDICAL AIDS" means the goods (including any instalment of the goods or any parts for them) which PACE is to supply in accordance with these Terms as described in the Cost Estimate;
- 1.1.5 "PACE" means PACE Rehabilitation Limited (registered in England and Wales under number 4582878) whose registered office is at 7 Bredbury Park Way, Bredbury, Stockport, Cheshire, SK6 2SN;
- 1.1.6 "PATIENT DECLARATION" means the declaration to be signed by you consenting to treatment by PACE;
- 1.1.7 "SERVICES" means the services to be provided by PACE for you and referred to in the Cost Estimate;
- 1.1.8 "TERMS" means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in writing between you and PACE;
- 1.1.9 "YOU/YOUR" means the end user of the Medical Aids, Consumables and/or Services to be supplied by PACE as shown on the Cost Estimate.

1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

**2. Formation of the contract**

2.1 These terms of sale/supply apply to all Medical Aids, Consumables and Services supplied by PACE.

2.2 A binding legal contract will only be formed between you and PACE for the sale of the relevant Medical Aids or Consumables and/or the supply of the relevant Services when:

- 2.2.1 you sign the attached Patient Declaration; and
- 2.2.2 both you and PACE sign these Terms; or
- 2.2.3 PACE takes steps in relation to the manufacture of the relevant Medical Aids and/or supply of the relevant Medical Aids and/or Consumables.

2.3 PACE considers that these Terms and the Cost Estimate to which these Terms refer constitute the whole agreement between you and PACE.

### **3. Description and price of the Medical Aids and Services**

- 3.1 The description and estimated prices of the Medical Aids, Consumables and Services are shown on the Cost Estimate.
- 3.2 Every effort is made to ensure that the estimated prices shown on the Cost Estimate are a realistic estimate at the time you place your order based on the information currently available to PACE. Due to the unique and specialised nature of the Medical Aids to be manufactured and the Services to be provided there may be circumstances where the estimated prices shown on the Cost Estimate are exceeded. This could be due to any number of factors including, amongst others, those as listed at clause 3.6 below.
- 3.3 In the event that the Medical Aids involve the manufacture of prosthetic sockets the price shown for the Medical Aids in the Cost Estimate includes the provision of up to 3 “temporary diagnostic” sockets. If additional “temporary diagnostic” sockets are required, additional charges will apply. PACE will tell you how much these additional charges will be.
- 3.4 In the event that provision of the Medical Aids and/or Services involves orthotic fittings the price specified for the Medical Aids and/or Services includes the provision of up to 3 orthotic fitting sessions. If additional orthotic fittings are required, additional charges will apply. PACE will tell you how much these additional charges will be.
- 3.5 PACE will make minor changes to the Medical Aids and/or Services which do not affect the performance or quality of the Medical Aids and/or Services, if you ask PACE to do so. In these circumstances, the cost of any such changes would be in addition to the prices estimated in the Cost Estimate and PACE will tell you how much the extra costs will be. If you decide that you want to incur these extra costs, PACE will make the changes you have asked for in return for your payment of these extra costs.
- 3.6 From time to time PACE may recommend that Medical Aids are adjusted or replaced or additional services (beyond those referred to on the Cost Estimate) are required. The reasons for this would include, amongst others, fluctuations in your weight, changes in your medical or physical condition, your growth, or treatment and recovery not progressing as originally anticipated. In such circumstances, PACE will let you have a further cost estimate covering any new products required or changes to the Medical Aids or additional services which, if you accept it, would form the basis of a new contract between you and PACE.
- 3.7 In addition to the estimated price for the Medical Aids, you will be required to pay for all Consumables used by you in the course of our provision of the Medical Aids and/or Services. Due to the nature of the Medical Aids and/or Services it is not possible to say exactly what Consumables will be required, however, PACE have included within the Cost Estimate an estimate of the cost of such consumables to be used during the supply of the Medical Aids and/or Services. PACE will tell you if additional Consumables will be needed and how much they will cost.
- 3.8 If a clerical error is found in the estimated prices as stated in the Cost Estimate, PACE will inform you as soon as possible prior to starting to manufacture the Medical Aids and offer you the option of reconfirming your order at a revised estimated price or cancelling your order. If you cancel in accordance with this clause, PACE will refund or recredit you for any sum that has been paid by you or debited from your credit or debit card for the Medical Aids. If an error is found in the estimated prices as stated in the Cost Estimate after PACE has started to manufacture the Medical Aids, PACE will inform you as soon as possible. In such circumstances, PACE will offer you the option of reconfirming your order at a revised estimated price or cancelling your order. If you cancel your order, PACE will be entitled to charge you for all its reasonable costs and expenses and work carried out in relation to the provision of the Medical Aids, Consumables and/or Services under this Contract up to such a time.
- 3.9 The prices of the Medical Aids, Consumables and/or Services are inclusive of VAT where VAT is applicable. In certain circumstances the price of the Medical Aids, Consumables and/or Services to be supplied may be exempt or zero rated for VAT purposes. If this is the case you will be asked to sign an appropriate VAT exemption certificate. If you do not sign this, PACE will have to charge VAT in addition to the price of the Medical Aids, Consumables and/or Services, which you will have to pay.

3.10 PACE reserves the right to make changes in the specification of the Medical Aids and/or Services which are required to conform with any applicable safety or other laws or requirements or which do not affect the performance or the quality of the Services and/or Medical Aids.

#### **4. Payment**

4.1 In respect of the Medical Aids to be supplied a non-refundable deposit as shown on the Cost Estimate is required to be paid by you on the entering into of this Contract on account of expenditure to be incurred by PACE in commencing the manufacture and/or supply of the Medical Aids which are manufactured to a unique specification for you. PACE shall be under no obligation to take any steps towards the manufacture and/or the supply of the Medical Aids until any such deposit is paid in full.

4.2 Unless PACE and you agree otherwise, PACE will invoice you for the price of the Medical Aids (less any deposit already paid) on delivery of the Medical Aids. Where the Services include counselling, physiotherapy, occupational therapy or other sessions requiring an appointment with PACE (including Consumables), PACE will invoice you for the cost of each such session (and any Consumables) following each such session.

4.3 If you cancel any session of the Services (e.g. counselling, physiotherapy, fitting sessions etc) you must give at least 24 hours notice. If at least 24 hours notice of cancellation is given there will be no charge to you for that cancelled session. If less than 24 hours notice is given of cancellation or you do not attend any such appointment then you will be charged for the cost of that cancelled or missed appointment.

4.4 You shall pay the price of the Medical Aids (less any deposit already paid) on delivery and the cost of each session of the Services (and Consumables) within 28 days of the date of the relevant invoice. Receipts for payment will be issued only upon request.

4.5 Payment for the Medical Aids, Services and associated Consumables can be made by cheque, banker's draft, bank transfer, cash or credit or debit card.

4.6 If you fail to make a payment by its due date, PACE may charge you interest (both before and after any judgment) on the amount unpaid at the rate of 4% per annum until payment in full of the relevant amount is made (a part of a month being treated as a full month for the purpose of calculating interest).

#### **5. Fitting/Delivery of Medical Aids**

5.1 PACE will make arrangements with you for the fitting or delivery of the Medical Aids to take place at PACE's premises or, if appropriate, for the Medical Aids to be sent to you by post or courier to the address you have given to PACE.

5.2 PACE will do all it reasonably can to meet the dates given or indicated for the manufacture and fitting/delivery of the Medical Aids, or the supply of the Services. In the case of unforeseen circumstances beyond PACE's reasonable control, PACE will contact you to make alternative arrangements for the fitting/delivery of the Medical Aids or the supply of the Services.

5.3 You will become the owner of the Medical Aids once they have been paid for in full and you will be responsible for risk of loss of or damage to them once they have been fitted/delivered and you have left PACE's premises with them or they have been delivered or collected, as the case may be.

5.4 In the event that the Medical Aids are sent by post or courier, if there is no one at the address given who is competent to accept delivery of the Medical Aids, you will be notified of an alternative delivery date or a place to collect the Medical Aids.

5.5 In the event that the Medical Aids are sent by post or courier, every effort will be made to deliver the Medical Aids as soon as possible after they have been manufactured. However, in the event of any reasonable or unavoidable delay in delivery, PACE will inform you as soon as possible.

## **6. Liability**

- 6.1 If PACE fails to comply with these Terms, PACE is responsible for loss or damage that you suffer that is a foreseeable result of PACE's breach of the Terms or PACE's negligence but (subject to clause 6.2) PACE's liability in connection with this Contract shall not exceed £5m in total. Loss or damage is foreseeable if they were an obvious consequence of PACE's breach or if they were contemplated by you and by PACE at the time this Contract came into effect.
- 6.2 PACE does not exclude or limit in any way its liability for:
- a) death or personal injury caused by PACE's negligence or the negligence of PACE's employees, agents or subcontractors;
  - b) fraud or fraudulent misrepresentation;
  - c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
  - d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); or
  - e) defective products under the Consumer Protection Act 1987

## **7. Events outside PACE's control**

- 7.1 PACE will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms that is caused by events outside PACE's reasonable control (a Force Majeure Event).
- 7.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond PACE's reasonable control and includes the following:
- a) strikes, lock-outs or other industrial action (other than those only affecting PACE's staff);
  - b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
  - d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
  - e) impossibility of the use of public or private telecommunications networks;
  - f) the acts, decrees, legislation, regulations or restrictions of any government.
  - g) pandemic or epidemic.

- 7.3 PACE's obligations under these Terms are suspended for the period that the Force Majeure Event continues, and PACE will have an extension of time to perform these obligations for the duration of that period. PACE will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which its obligations under these Terms can be performed despite the Force Majeure Event.

## **8. Respect of PACE's staff**

- 8.1 PACE has the right to stop the manufacture or the fitting of Medical Aids or supply of the Services in the event that you are verbally or physically aggressive to any member of PACE's staff or if you do not cooperate with PACE in relation to the provision of the Medical Aids and/or Services. In such circumstances PACE shall be entitled to charge you for all its reasonable costs and expenses and work carried out in relation to the provision of the Medical Aids and/or Services under this Contract up to such a time.

**9. Bankruptcy**

9.1 In the event that you become bankrupt or you make an arrangement with your creditors then PACE have the right to cancel this Contract with effect from that time. In such circumstances PACE shall be entitled to charge you for all its reasonable costs and expenses and work carried out in relation to the provision of the Medical Aids or Services under this Contract up to such a time.

**10. General**

10.1 If any provision of these Terms is held by a court or other competent authority to be wholly or partially invalid or unenforceable the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

10.2 These Terms are governed by English law, and the English courts will have non-exclusive jurisdiction in respect of any dispute arising from this Contract.

Patient signature: \_\_\_\_\_ Patient Name \_\_\_\_\_

Date: \_\_\_\_\_ Date/Ref of Cost Estimate \_\_\_\_\_

Signed on behalf of PACE: \_\_\_\_\_

PACE Signatory Name \_\_\_\_\_

Date: \_\_\_\_\_