

## TERMS AND CONDITIONS OF SUPPLY OF HEARING INSTRUMENTS

### 1. DEFINITIONS

**Aftercare** means any aftercare services (which may include our Aural Rehab Programme) we have agreed to provide as stated in the Quotation

**Conditions** means the standard terms and conditions of supply set out in this document.

**Contract** means the contract for the supply of the Hearing Instruments, the Initial Appointment and any Aftercare that we have agreed to provide.

**Hearing Instruments** means monaural or binaural hearing instruments that we will supply to you, details of which are set out in the Quotation.

**Initial Appointment** means the appointment for fitting the Hearing Instruments as stated in the Quotation as being included in the Total Price.

**Quotation** means our quotation for the supply of Hearing Instruments, the Initial Appointment and any Aftercare that we have agreed to provide.

**Total Price** means the total price for the Hearing Instruments, the Initial Appointment and any Aftercare which is stated to be included, all as set out in the Quotation. The Total Price is inclusive of VAT.

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

### 2. INFORMATION ABOUT US

We are Bridgitte Harley Hearing Care Limited (registered number 9158896) whose registered office address is at PO Box 501, The Nexus Building, Broadway, Letchworth Garden City SG6 9BL, VAT registration number 217 5314 26. You can contact us by using our contact details set out below.

### 3. BASIS OF SALE

We shall supply the Hearing Instruments to you in accordance with our Quotation. The Total Price includes us providing the Initial Appointment, supplying the Hearing Instruments and providing any Aftercare which is included in the Quotation. You agree to pay the Total Price on the date of fitting. These Conditions shall govern the Contract to the exclusion of any other terms and conditions. No variation to these Conditions shall be binding unless agreed in writing between us and you.

### 4. GUARANTEE

We will supply the Hearing Instruments to you with a 2-year manufacturer's guarantee from the date of fitting. We will provide you with a copy of this guarantee. The guarantee covers manufacturing defects and mechanical failure in the Hearing Instruments themselves but does not cover consumables such as wax filters, tubing, batteries, new moulds or receivers. Unless the Quotation states that a 5-year guarantee is already included in the Total Price, you may pay the additional amount stated in the Quotation to extend your guarantee to 5 years. Please note that this must be paid at the time you order the hearing instruments and this extended guarantee is not available for you to purchase separately at a later date.

In the event of any defect or failure, please contact us and we will arrange for you to return the Hearing Instruments to us or direct to the manufacturer. The manufacturer may, at its option, either repair or replace the Hearing Instruments. We will provide you with reasonable assistance in taking advantage of the guarantee provided by the manufacturer.

The manufacturer's guarantee will be invalidated in the following circumstances:

- a) If you do not handle or care for the Hearing Instruments in accordance with any instructions which we have given to you;
- b) If you accidentally damage the Hearing Instruments;
- c) If repairs or adjustments are made by an unauthorised party; or
- d) If the Hearing Instruments are damaged due to foreign objects entering the device.

This guarantee is additional to and does not affect your statutory rights in relation to faulty or mis-described goods. Advice about your legal rights is available from your local Trading Standards office or Citizen's Advice Bureau.

## **5. CANCELLATION AND GOODWILL RETURNS POLICY**

In the unlikely event that you are not satisfied with the Hearing Instruments, you may notify us that you wish to cancel the Contract and return the Hearing Instruments to us. You are entitled to cancel the Contract and return the Hearing Instruments to us up to 6 weeks from the date of fitting. You must return the Hearing Instruments to us in good condition (which means that they have not been damaged and only been subjected to normal use in accordance with any instructions supplied) and in their original packaging. You may return them to us in person or by post (in which case you must pay the cost of posting the Hearing Instruments to us and are responsible for insuring the Hearing Instruments for their full value in transit). We will refund the Total Price to you less a professional and administration fee of £300. This fee is to cover our costs of supplying and fitting the Hearing Instruments and providing follow-up advice and aftercare consultation services. If you wish to cancel the Contract, please contact us using the contact details set out below

If the Hearing Instruments have to be returned to the manufacturer for modification or adjustment within 6 weeks of the date of fitting, we will extend the period in which you may cancel the Contract by the number of days you are without the Hearing Instruments.

## **6. LEGAL RIGHT TO CANCEL – HOME VISITS ONLY**

If you enter into a Contract at your home as part of a home visit and not at one of our clinics, you have a statutory right to cancel the Contract within 14 days in addition to the non-statutory right set out in paragraph 5. Please note that this statutory right does not allow you to return hearing instruments, hearing protectors or moulds which have become unsealed after supply due to health protection and hygiene reasons. We will therefore not supply sealed hearing instruments to you following a home visit until after the end of the 14 day statutory cancellation period.

If you wish to cancel a Contract entered into in your home, you may do so by giving us notice in writing within the 14 day statutory cancellation period. We will refund you the Total Price less the reasonable costs of any consultation that we have already supplied.

If you change your mind after the end of the 14 day statutory cancellation period and after hearing instruments have been supplied, you may return them under our Goodwill Returns Policy as set out in paragraph 5.

## **7. RESPONSIBILITY FOR THE HEARING INSTRUMENTS**

You are responsible for the Hearing Instruments from the date of fitting and we advise you to arrange suitable insurance cover for the Hearing Instruments immediately. If you decide to reject the Hearing Instruments under paragraph 5, they will remain your responsibility until we have received them back. You will own the Hearing Instruments once you have paid the Total Price.

## **8. LIABILITY**

Nothing in these Conditions shall restrict or exclude our liability for death or personal injury caused by our negligence, or affect your statutory rights dealing as a consumer. Subject to this however:

- a) we shall not be liable to you for any unforeseeable loss or damage that you suffer due to us failing to comply with these Conditions or to our negligence and our liability shall not exceed the Total Price; and
- b) we shall not be liable to you or deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of our obligations under these Conditions, if the delay or failure was due to any cause beyond our reasonable control.

## **9. AFTERCARE SERVICES**

If Aftercare is not included in the Quotation and you require any follow-up or aftercare consultations after the Initial Appointment, please contact us for details of our additional charges for aftercare consultations.

Any drawings, descriptive matter or advertising issued by us regarding any Aftercare and/ or contained in our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Aftercare. They shall not form part of the Contract or have any contractual force.

## **10. CONTACT DETAILS AND CUSTOMER SERVICE**

If you are dissatisfied with the service, if you have a problem with your Hearing Instruments once they have been fitted or if you wish to contact us for any other reason, please use any of the following contact details:

Bridgitte Harley, Shephard & Akay Opticians, 5 Churchyard, Hitchin SG5 1HR. Telephone 01462 506074

Bridgitte Harley, Radlett Opticians, 353 Watling Street, Radlett, WD7 7LB. Telephone: 01923 372101;

Email: info@thehearingclinic.co.uk.

## **11. DATA PROTECTION**

We will use your personal information that you provide to us to supply goods and services to you and will process your personal data in accordance with our Privacy Policy (a copy of which is available on request).

## **12. STANDARDS OF SERVICE**

We are registered as a hearing aid dispenser with the Health Care Professionals Council (HCPC) and a copy of the council's code can be obtained from the HCPC ([www.hpc-uk.org.uk](http://www.hpc-uk.org.uk)). We are also a member of the British Society of Hearing Aid Audiologists (BSHAA) and we conform to the BSHAA Customer Care Scheme.

## **13. GENERAL**

- a) Nothing in these Conditions affects your statutory rights.
- b) Each paragraph in these Conditions operates separately. If any Court or relevant authority decides that any of them is unlawful, the other paragraphs will remain in full force and effect.
- c) No one other than a party to this Contract shall have any right to enforce any of its terms.
- d) This Contract shall be governed by English law. You and we both agree to the exclusive jurisdiction of the English courts.