

OUR TERMS

1. THESE TERMS

- 1.1 These are the terms and conditions on which we supply hearing aids (and accessories including but not limited to batteries) and services to you.
- 1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide hearing aids, accessories and services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are Hearing Healthcare Centre Limited, a company registered in England and Wales. Our company registration number is 04679641 and our registered office is at 140 High Street, Chesterton, Cambridge CB4 1NW.
- 2.2 You can contact us by telephoning our customer service team at 01223 360 700 or by writing to us at 140 High Street, Chesterton, Cambridge CB4 1NW or emailing us at welcome@hearinghealthcarecentre.co.uk.
- 2.3 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 2.4 When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 If you decide to place an order with us for hearing aids, accessories or services this will take place after we have performed all the necessary hearing tests (if applicable), discussed the options available to you and provided you with a quote. Once you have accepted our quote, a contract will come into existence between you and us.
- 3.2 If you are buying a new hearing aid from us, the cost of our 5 Year Aftercare Plan is included in the price. This plan includes free routine 6 monthly check-up appointments (including hearing aid servicing), in-house repairs, and manufacturer repairs. After 5 years, these services (and others) are only available under one of our other care and support plans.
- 3.3 Appointments for our hearing testing and examination services must be made in advance and are subject to availability.

- 3.4 Any brochures, advertising leaflets and our website are solely for the promotion of our hearing aids and services in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. OUR PRODUCTS

The images of the hearing aids and other products in our brochures, advertising leaflets and on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochures accurately reflect the colours of the products. Your product may vary slightly from those images.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the hearing aid you have ordered, please contact us as soon as possible. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the hearing aid, the timing of supply or anything else which would be necessary as a result of your requested change, and ask you to confirm whether you wish to go ahead with the order.

6. OUR RIGHTS TO MAKE CHANGES

The manufacturers of the hearing aids we provide may change the hearing aids to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments and improvements. These changes will not affect your use of the hearing aids.

7. PROVIDING THE HEARING AIDS

- 7.1 During the order process, we will let you know when we will provide the hearing aid to you.

- (a) We will provide the hearing aid to you as soon as reasonably possible. We will let you know of the estimated delivery date to our hearing centre during the order process.
- (b) We will carry out one-off services (such as hearing tests and wax removal) on the date and at the time agreed with you.
- (c) We will supply the on-going services to you until the contract expires. Any appointments will be carried out on the date and at the times agreed with you.

- 7.2 If our supply of the hearing aid is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.

- 7.3 When your hearing aids are ready to be fitted, you can arrange an appointment at one of our hearing centres during our normal office hours, which may differ from centre to centre. Please see our website for details of our opening hours.
- 7.4 The hearing aid will be your responsibility from the time you collect it from one of our hearing centres.
- 7.5 You will own the hearing aid once we have received payment in full.

8. QUALITY OF HEARING AIDS

- 8.1 We warrant that on collection and fitting of the hearing aid, and for 5 years thereafter in relation to the hearing system, for 3 months thereafter in relation to custom moulds and for 12 months thereafter in relation to accessories (Warranty Period), shall:
- (a) conform in all material respects with their description;
 - (b) be free from material defects in design, material and workmanship;
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - (d) be fit for any purpose held out by us.
- 8.2 Subject to clause 8.3, during the Warranty Period, we will, in our absolute discretion, repair or replace any defective hearing aids free of charge, or refund the price of it in full if:
- (a) you give us notice within 30 days that the hearing aid does not comply with the warranty set out in clause 8.1;
 - (b) we are given a reasonable opportunity of examining the hearing aid; and
 - (c) you make an appointment with your audiologist to deliver the hearing aid to your local hearing centre, in its original condition, so that it can be inspected and signed back into stock
- 8.3 We shall not be liable for a hearing aid's failure to comply with the warranty in clause 8.1 if:
- (a) you make any further use of the hearing aid after giving notice in accordance with clause 8.2;
 - (b) the defect arises because you failed to follow our oral or written instructions as to the use and maintenance of the hearing aids or (if there are none) good practice;
 - (c) the defect arises as a result of any maintenance, alteration, modification or adjustment performed by persons other than Hearing Healthcare Centre.
 - (d) you alter or repair the hearing aid without our consent;

- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, abnormal working conditions; or
 - (f) the hearing aid differs from its description as a result of changes made to ensure that it complies with applicable statutory or regulatory standards.
- 8.4 Insofar as the hearing aid comprises or contains components which were not manufactured or produced by us, you shall be entitled only to such warranty or other benefit as we have received from the manufacturer.
- 8.5 Except as provided in this clause 8, we shall have no liability to you in respect of the hearing aid's failure to comply with the warranty set out in clause 8.1.
- 8.6 The terms of these Conditions shall apply to any repaired or replacement hearing aid supplied by us during the Warranty Period.
- 8.7 Requests for repairs outside of the Warranty Period will be charged in accordance with our standard rates (as amended from time to time) and, in addition, incur a £15 diagnostic and handling fee. We will confirm the cost of the repair once we or the manufacturer have had the opportunity to inspect the hearing aid and carry out an assessment.

9. PROVIDING THE SERVICES

- 9.1 We will supply the testing and examination services to you at the times agreed. During busy periods it is not always possible to start your appointment at the exact pre-arranged time and your patience and understanding of the needs of our other clients is appreciated.
- 9.2 If we are unable to perform your appointment at the pre-arranged time because of an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay or reschedule your appointment to another date and time convenient to you and us.
- 9.3 On rare occasions if you have mobility issues, we may agree to provide the services to you at your property. This can be offered at an additional charge, which may change from time to time. You must ensure that you are available at the pre-arranged time to allow us access to your property. If you fail to do so (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. Prior to or at the beginning of our visit, you must complete our Home Visit Consent Form. If you do not do so, we will be unable to provide the services to you.
- 9.4 We may have to suspend the services to deal with unplanned or unforeseen problems or make minor technical changes or update the services to reflect changes in relevant

laws and regulatory requirements. We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency.

- 9.5 If you do not pay us for the services when you are supposed to, and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts.

10. YOUR RIGHTS TO END THE CONTRACT

- 10.1 You may contact us to end your contract for the purchase of a hearing aid at any time before we have notified you that it is ready for collection and you have paid for it, but we will charge you for doing so, as described below.

- 10.2 If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for the price of the hearing aid (less the full deposit). You must make an appointment with your audiologist to deliver the hearing aid to your local hearing centre, in its original condition, so that it can be inspected and signed back into stock

10.3

- (a) we have told you about an error in the price of the hearing aid you have ordered, and you do not wish to proceed;
- (b) there is a risk that supply of the hearing aid may be significantly delayed because of events outside our control;
- (c) you want to end the contact during the 30 day trial period.
- (d) we have suspended supply of the hearing aid you ordered for technical reasons, or notify you we are going to suspend it for technical reasons; or
- (e) you have a legal right to end the contract because of something we have done wrongly.

- 10.4 If you are not ending the contract for one of the reasons set out in clause 10.2, then the contract will end immediately and we will refund any sums paid by you but we will deduct the deposit from that refund and may charge you reasonable compensation for the net costs we will incur as a result of your ending the contract.

- 10.5 If you end the contract after the hearing aid has been fitted, you must return it to us. Please contact one of our hearing centres to arrange a convenient appointment for when this can be done.

- 10.6 If you wish to cancel an appointment for a test or examination, you can do so on 24 hours' notice and we will not charge for the appointment. If you cancel on less than

24 hours' notice, we reserve the right to charge a cancellation fee for the inconvenience this will cause us and our other clients.

11. OUR RIGHTS TO END THE CONTRACT

- 11.1 We may end the contract for the purchase of the hearing aid if you
- (a) do not make any payment to us when it is due; or
 - (b) do not, within a reasonable time, collect it from us.
- 11.2 We may end the contract for provision of the services offered under our 5-year Aftercare Plan, our HHC Support Plan and HHC Care and Maintenance Plan in our absolute discretion, if you
- (a) make unreasonable demands for our services;
 - (b) act unreasonably towards members of our staff or our other customers; or
 - (c) refuse to accept our recommendations.
- 11.3 If we end the contract in the situations set out in clause 11.1 and 11.2 we may charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

12. 5 YEAR AFTERCARE PLAN

- 12.1 The 5 Year Aftercare Plan is designed for new and existing clients who have purchased brand new hearing aids from us.
- 12.2 The plan lasts until the hearing aid is 5 years old, and includes:
- (a) Routine 6 monthly check-up appointments
 - (b) Hearing aid servicing appointments
 - (c) In-house repairs (where possible)
 - (d) Manufacturer repairs (where possible).
- 12.3 The costs of the plan (including aftercare and guarantees) is included in the cost of new hearing aids purchased from us (although some additional charges may apply).
- 12.4 We reserve the right to exclude hearing aids from inclusion in the plan (or certain services available under it) if you have purchased against our recommendations.

13. HHC CARE AND MAINTENANCE PLAN

- 13.1 The HHC Care and Maintenance Plan is designed for existing clients who have purchased their hearing aids from us, and whose hearing aids are over 5 years old but less than 7 years old.
- 13.2 On registration for the plan, the hearing aid can be covered until it is 7 years old. The plan includes:
- (a) Routine 6 monthly check-up appointments
 - (b) Hearing aid servicing appointments
 - (c) In-house repairs; (where possible)
 - (d) Manufacturer repairs (where possible, subject to a £50 excess)
 - (e) Battery Club subscription;
 - (f) Wax removal appointments;
 - (g) Trials of the latest hearing aids (where suitable);
 - (h) Custom made ear protection; and
 - (i) Courtesy hearing aid (where available).
- 13.3 Payments must be made by monthly direct debit, one month in advance.
- 13.4 Plans can be cancelled on one month's written notice, but we reserve the right to charge you reasonable compensation for the net costs we have incurred as a result of your ending the plan if these exceed the sums you have paid under it.

14. HHC SUPPORT PLAN

- 14.1 We offer a chargeable, non-refundable HHC Registration appointment to discuss eligibility for the HHC Support Plan.
- 14.2 The HHC Support Plan is designed for any hearing aid user, regardless of where the hearing aid was purchased (excluding NHS and encrypted hearing aids). Hearing aids must be less than 5 years old. We reserve the right to refuse to take any hearing aid on under the plan if, in our absolute discretion, it is not fit for purpose or contains a fault that we are unable to rectify to our reasonable satisfaction.
- 14.3 Any faults or repairs discovered in the Registration Appointment are not covered under the Plan. Such repairs are chargeable at our standard rates (as amended from time to time).

14.4 On registration approval, the plan lasts until the hearing aid is 5 years old and includes:

- (a) Routine 6 monthly check-up appointments
- (b) Hearing aid servicing appointments
- (c) In-house repairs (where possible);
- (d) Manufacturer repairs (where possible, subject to a £50 excess)
- (e) Battery Club subscription;
- (f) Wax removal appointments;
- (g) Trials of the latest hearing aids (where suitable);
- (h) Custom made ear protection; and
- (i) Courtesy hearing aid (where available).

14.5 Payments must be made by monthly direct debit, one month in advance.

14.6 Plans can be cancelled on one month's written notice, but we reserve the right to charge you reasonable compensation for the net costs we have incurred as a result of your ending the plan if these exceed the sums you have paid under it.

15. HEARING AID LOANS

15.1 We regularly loan out hearing aids for promotional events or part of trials for new technology as well as temporary replacements (where possible) when a client's hearing aid is being repaired by the manufacturer.

15.2 During the period of such a loan, you shall:

- (a) Ensure that the hearing aid is kept and operated in a proper manner;
- (b) Take such steps (including compliance with all safety and usage instructions provided by us or the manufacturer) as may be necessary to ensure, so far as is reasonably practicable, that the hearing aid is at all times safe and without risk to health when it is being inserted, used, cleaned or maintained;
- (c) Maintain the hearing aid at your own expense in good and substantial repair, in order to keep it in a good operating condition (fair wear and tear only excepted);
- (d) Make no alteration to the hearing aid;
- (e) Keep us informed of all material matters relating to the hearing aid;
- (f) Permit us to inspect the hearing aid on reasonable notice;

- (g) Not, without our prior written consent, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, let, lend or give the hearing aid to another person;
- (h) Not do or permit to be done any act or thing which will or may jeopardise our right, title and/or interest in the hearing aid;
- (i) Make an appointment with your audiologist to deliver the hearing aid to your local hearing centre at the end of the loan period, in its original condition, so that it can be inspected and signed back into stock.

15.3 If we agree to loan a hearing aid to you, you will be obligated to enter into the Loan Aid Agreement in which we will require your credit/debit card details. This is in case of loss/damage, and you hereby authorise us to bill such credit/debit card in the event of any such loss or damage for such amount as we, in our absolute discretion, may decide (not to exceed the full price of the hearing aid).

15.4 You acknowledge that we will not be responsible for any loss of or damage to the hearing aid arising out of, or in connection with, any negligence, misuse, mishandling of the hearing aid or otherwise caused by you and you undertake to indemnify us on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of, or in connection with, any failure by you to comply with clause 15.2.

16. HOME VISITS

16.1 Home visit appointments are available on request for house-bound clients, at our discretion. Ear wax removal is not offered on home visits, and additional services that we can offer are restricted.

16.2 Clients under our 5 Year Aftercare Plan are not charged for their appointments. All other appointments are chargeable and must be paid for in full in advance of the visit.

16.3 All home visits, including those under our 5 year Aftercare Plan, will incur travel expenses which must be paid in advance of the visit. Home visits are only offered within a 30 mile radius of our head office in Cambridge.

16.4 Clients must ensure that their ear canals are clear of wax before a home visit. This is a simple procedure that can be performed by a surgery nurse at your local health centre. We reserve the right to charge for the visit if we are unable to carry out the services due to inadequate ear preparation.

17. IF THERE IS A PROBLEM WITH THE HEARING AID OR SERVICES

- 17.1 If you have any questions or complaints about your hearing aid or our services, please contact us. You can contact us by telephoning our customer service team at 01223 360 700 or by writing to us at 140 High Street, Chesterton, Cambridge CB4 1NW or emailing welcome@hearinghealthcarecentre.co.uk. Alternatively, please speak to a member of staff in one of our hearing centres.
- 17.2 If you wish to exercise your legal rights to reject products you must make an appointment with your audiologist to deliver the hearing aid to your local hearing centre, in its original condition, so that it can be inspected and signed back into stock.
- 17.3 *We, Hearing Healthcare Centre Limited of 140 High Street, Chesterton, Cambridge CB4 1NW, offer the following guarantee which is in addition to your legal rights and does not affect them. If you change your mind about a hearing aid we have recommended either before it is fitted or within 30 days of fitting, please contact us to arrange for an exchange. Please note that we only allow one exchange per client and you will be liable for the difference in the cost between the original and replacement hearing aids. This guarantee is only offered to consumers resident in the UK.*

18. PRICE AND PAYMENT

- 18.1 The price of the hearing aid (which includes VAT) will be the price told to you during the order process. We take all reasonable care to ensure that the price of the hearing aid advised to you is correct. However, please see clause 18.3 for what happens if we discover an error in the price of the hearing aid you ordered.
- 18.2 If the rate of VAT changes between your order date and the date we supply the hearing aid, we will adjust the rate of VAT that you pay, unless you have already paid for the hearing aid in full before the change in the rate of VAT takes effect.
- 18.3 It is always possible that, despite our best efforts, errors may be made in the price quoted for some hearing aids. We will normally check prices before accepting your order so that, where the hearing aid's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the hearing aid's correct price at your order date is higher than the price stated, we will contact you for your instructions before we proceed with your order.
- 18.4 We accept payment by all major credit and debit cards, BACS and cheque.
- 18.5 When purchasing hearing aids, you must pay the full deposit as set out in your order in accordance with clause 19 below when placing the order. The balance must be paid in full when you come to collect your hearing aid.

- 18.6 Any one off services not covered by one of our care and support plans must be paid for at the end of your appointment.
- 18.7 The fixed price for the hearing aid and our services, including instalments of the 5 Year Aftercare Plan, the HHC Care and Maintenance Plan and the HHC Support Plan does not include the cost of travelling to home visits or the cost of postage. Such expenses shall be invoiced separately and must be paid within 7 days of receipt of our invoice.
- 18.8 If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

19. THE DEPOSIT

- 19.1 On placing your Order for a hearing aid, you must pay a non-refundable deposit.
- 19.2 The deposit will be deducted from the overall cost of the hearing aid at the time of payment.
- 19.3 If you cancel the contract under clause 10 above, we will retain the full deposit towards the costs of the initial consultation, audiological fees, diagnostic testing, fitting and consumables (batteries and moulds). In the event that these costs exceed the deposit paid, we reserve the right to charge you for the difference.

20. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 20.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and for defective products under the Consumer Protection Act 1987.
- 20.2 We will have no liability whatsoever to you for any loss of profit, loss of business, business interruption, loss of business opportunity, or indirect or consequential losses incurred by you.

21. HOW WE MAY USE YOUR PERSONAL INFORMATION

21.1 We will use the personal information you provide to us:

- (a) to supply the hearing aid and services to you;
- (b) to process your payment; and
- (c) if you agreed to this during the order process, to inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

21.2 Where we extend credit to you for the purchase of a hearing aid, we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

21.3 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**

22. OTHER IMPORTANT TERMS

22.1 We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this.

22.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

22.3 We will only discuss your hearing aid purchase, investigations and assessments with you directly. If you need us to deal with a third party, you must provide us with written authority to do so.

22.4 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

22.5 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

22.6 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products and services, we can still require you to make the payment at a later date.

- 22.7 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 22.8 **Complaints Procedure.** Hearing Healthcare Centre's Complaints Procedure is available on request or via our website at www.hearinghealthcarecentre.co.uk.
- 22.9 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you have made a complaint and are not happy with how we have handled it or the outcome, you can submit a complaint to British Society of Hearing Aid Audiologists via their website at www.bshaa.com. British Society of Hearing Aid Audiologists will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.