Terms and Conditions

1. Introduction
These Terms and Conditions apply to patients who use the professional services of, or purchase products from The Hearing People. These Terms and Conditions, together with any credit agreement, and our Terms of Use, constitute the whole of the agreement between us.

2. Who We Are
We are The Hearing People, a trading name of Audiological Science Limited, registered in England and Wales under company number 09109538. Our registered office is located at 20 Falkland Avenue, Finchley, London, N3 1QR. You can contact us by telephone on **0800 023 8000** or by email at **info@thehearingpeople.co.uk**

The Patient ("You") can find everything you need to know about us, The Hearing People, ("We" or "us") and our products and services on our website or from our team before you order. We also confirm the key information to you in writing at the time of your order, either by email, in your online account or on paper.

Our intention is to always give honest, professional advice, and to work wholly ethically.

3. Products and Services Provided
We sell hearing aids and associated accessories ("Products").
We offer a range of services related to hearing care, including but not limited to hearing assessments, wax removal, hearing aid fittings, maintenance, and repairs. The specifics of the services offered may change, and we reserve the right to modify or discontinue any service at our discretion ("Services").

4. Eligibility
By using our products or services, you represent that you are at least 18 years of age or have the consent of a parent or guardian. If you are using our services on behalf of an organisation, you represent that you have the authority to bind that organisation to these terms.

5. Free Hearing Tests
Our free hearing test provides a thorough assessment of your hearing by our qualified hearing professionals who will explain your results at the appointment. The appointment is free with no obligation to buy.

6. Appointment Scheduling and Cancellation
Appointments can be scheduled through our website or by contacting our office directly. We request at least 24-hours' notice for cancellations or rescheduling of appointments. Failure to provide adequate notice may result in a cancellation fee of £50.00.

7. Home Visits
The Hearing People offer home visits by an audiologist to the patient's home, without charge, if it is within our catchment area and this is subject to availability.

8. Covid/Pandemic Appointment Restrictions
During COVID or pandemic periods, in line with our Professional Guidelines, follow-up sessions will be delivered using a remote-care system except where this is not possible or feasible.

9. 60 Day Money Back Guarantee
Hearing aids are sold with a 60 Day Money Back Guarantee to ensure your complete satisfaction. If you are dissatisfied with your hearing aid for any reason, you may return it to us within 60 days of the date of fitting. So that we can refund you in full for the price of the hearing aid, you must ensure that you return the hearing aid in original condition, with all original packaging, accessories and batteries supplied as part of your hearing aid order. You will be liable for the cost of any/all items that are damaged or not returned within 60 days from date of fitting. Your rights to obtain a refund or repair of your hearing aid in the event of you being supplied with a faulty hearing aid are not restricted.

10. Payment Terms
Full payment for products is due at the earliest of delivery or fitting. Deposits of 20% of the order value are required at the time of order. We reserve the right to withhold delivery until full payment has been received. For services, payment is due at the time of service unless otherwise agreed upon.

We accept various forms of payment, including bank transfers, credit cards, debit cards, payment plans and insurance claims where applicable. We do not accept cash or cheques. Any payment fees are subject to change, and we will notify you of any changes before your appointment.

11. Payment Plans
Where a payment plan by direct debit or consumer finance has been agreed. The agreement must be actioned at the time full payment is due. In the event that this is not done by you, we may demand full immediate payment.

12. Retention of Title
Title/Ownership of any goods do not pass to you until full payment is received by us from you.

13. Late Payment Charges
If we are unable to collect any payment you owe us, including any credit payments due, we reserve the right to charge interest on the overdue amount at the rate of 5% a year above the prevailing Bank of England base rate. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

14. Debt Recovery
In the event that we deem it necessary to employ the services of a debt agency to recover any overdue accounts, you will be responsible for any charges levied by the agents in recovering debt together with any costs incurred in respect of legal action taken by us or on our behalf.

15. Loss or Damage of Goods
In some instances products may be in your care before full payment has been made. Examples of this include products that are purchased under payment plans or other instances where a delayed final payment has been agreed with us.

You are responsible for any products that have been passed into your possession, regardless of payment status or passing of title. As such, you indemnify us against any damage, intentional or otherwise, or loss, through theft or otherwise, whilst such products are in your possession.

Where such damage or loss occurs whilst products are in your possession, the full amount of the balance outstanding remains payable. We recommend that you cover any hearing aid products under your home insurance policy.

16. Price
The price for the goods will be clearly shown on your order. We reserve the right to change our prices from time to time, but any price changes will not affect orders that we have already confirmed with you.

17. VAT Increases
If the rate of VAT changes between your order date and the date we supply your hearing aids or hearing accessories, we will adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

18. Five Year Warranty
We offer up to 5 years' warranty on all hearing aids that we provide. Your fitting invoice shows the warranty period, which starts from the invoice date.

This warranty covers all manufacturer defects, meaning that if any issues arise due to a fault in the device's production or materials, the manufacturer will repair your hearing aids at no additional cost to you. All warranty claims must be accompanied by proof of purchase and repairs will be conducted through the manufacturer to maintain quality and effectiveness of the hearing aids.

The following exclusions to the repair or replacement of your hearing aid may apply in the event of failure due to:

- Damage or failure caused by improper use of your hearing aid, including but not limited to: Incorrect storage conditions and incorrect usage; high humidity; extreme heat; or wet environments.
- General wear and tear.
- Loss or theft.
- Usage or maintenance that is contrary to the manufacturer's/Audiologist's instructions.
- Damaged or leaking batteries.
- Damage caused by bodily fluids, including but not limited to sweat and ear wax.
- Damage due to immersion in liquid.
- Exposure to chemicals.
- Damage caused by animals and pets.

The duration and terms of the warranty on rechargeable batteries, chargers and other accessories may differ to the duration and terms of the hearing aid(s) warranty.

19. Faulty Goods
As a consumer, you have legal rights in relation to goods (including personalised goods) that are faulty or not as described. We are under a legal duty to supply goods in accordance with the contract. Advice about your legal rights is available from Citizen's Advice (Tel: 0808 223 1133) or Trading Standards. Nothing in these terms will affect those legal rights. If you wish to reject the goods, please contact your audiologist.

20. Fair Usage Policy
We consider 5 free annual appointments of any type to be 'Fair Usage' and reserve the right to charge for more than 5 sessions in any 12 month period.

21. Return and Refunds
Your products are supplied to you with the full benefit of our 60-Day Money Back guarantee.

After your fitting, we will work with you to provide the best possible results. To achieve this, we may, at our sole discretion, agree to change your hearings aids once only and only within 60 days of the original fitting.

We will accept any hearing aids for a FULL refund for up to 60 days (including weekends and bank holidays) from the date of the original fitting appointment, provided that the hearing aids are returned in good working condition, have not been exposed to excessive wear and tear and are returned to us in the original packaging.

We will process refunds within 10 working days of the receipt of hearing aids but only upon our own confirmation that the hearing aids are in good working order, undamaged and are accompanied by the original packaging.

Refunds are always processed via the same payment method used for initial payment. In the instance of card payments/refunds, we have no control over

how quickly the card provider credits the refund into your account.

22. Cost of Postage
We will provide a prepaid envelope/package for the return of faulty goods or other warranty issues. Postage costs for returns unrelated to faults or those covered by warranty will be at your cost.

23. Provision of Consumables and Batteries
Upon purchase of any hearing aid device, patients will be provided with a one-year supply of consumables. This includes items such as wax guards, domes, tubing and cleaning tools, as appropriate to the device fitted.

Patients who purchase non-rechargeable hearing aids are entitled to receive free batteries for a period of three years from the date of fitting. These will be provided at regular intervals or upon request, either in-clinic or by post.

24. Free Lifetime Aftercare and Rehabilitation
With the fitting of every new hearing aid, a period of rehabilitation is recommended.

As part of our commitment to providing you with continuing aftercare, we undertake to provide you with further personal consultations after the fitting of your hearing aid at no additional charge to you. Such consultations will assess your progress and offer any further assistance that our audiologists deem required. These further consultations will be offered to you, or they may be arranged by telephoning our aftercare team on **0345 163 0345.**

We offer free aftercare for the lifetime of all our hearing aids, including the recommended annual reviews.

We are committed to providing you with comprehensive and continuing aftercare. This means we undertake to provide you, free of charge with:

- Further personal consultations after your hearing aid fitting. These consultations will assess your progress and provide you with further assistance as required.
- Free servicing of your hearing aids for their lifetime.
- Annual hearing health care check-ups.
- Advice on maintaining your hearing aids.
- Advice on replacement batteries.
- Access to remote care.

25. Withdrawal of Products
We can stop providing a product, such as where a supplier discontinues that product or we stop using that supplier. We will let you know within 14 days of your order if that occurs, and we shall refund any sums you have paid in advance for products which will not be provided.

26. Suspension of Products
We may suspend the supply of a product. We do this to:
- deal with technical problems or make minor technical changes.
- update the product to reflect changes in relevant laws and regulatory requirements.
- make changes to the product.

In the event of a product suspension, we will let you know, we may adjust the price and we may allow you to terminate. We will contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency.

If we suspend supply, or tell you we're going to suspend supply, for more than one month you can contact our aftercare team to end the contract and we will refund any sums you have paid in advance for products you will not receive. We are not responsible for delays outside our control.

27. Product Delays
If our supply of your product is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we will not compensate you for the delay, but if the delay is likely to be substantial you can contact our aftercare team on info@thehearingpeople.co.uk to end the contract and receive a refund for any products you have paid for, but not received.

28. Patient Care
All our Hearing Aid Dispensers are registered health professionals and are regulated by the Health and Care Professions Council (HCPC). Please visit www.hcpc-uk.org for further details.

Your satisfaction is very important to us. If you are unhappy with any aspect of the goods and service you have received from us, in the first instance, please contact your audiologist or our aftercare team.

29. Our Complaints Process
You have several options for resolving disputes with us.

-Our Aftercare Team contactable at info@thehearingpeople.co.uk will do their best to resolve any problems you have with us or our products as per our Complaints policy. Please use this as your first point of contact.

-Our Complaints Team. Should you be unable to gain a satisfactory resolution through our Aftercare Team you are welcome to email us at feedback@thehearingpeople.co.uk which will automatically escalate your issue with us. Please use this as your first escalation point. You may also write to us at Complaints, The Hearing People, 20 Falkland Avenue, London N3 1QR.

-Our Management Team: By calling 0345 163 0345 and asking for our Operations Director. Please use this if you are unable to get a resolution via the Complaints Team.

-Finally. you can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

30. Compensation and Limitation of Liability
We are not responsible for any losses that you suffer caused by us breaking this contract if the loss is:

Unexpected. It was not obvious that it would happen and nothing you advised us of before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

Caused by a delaying event outside our control. As long as we have taken the steps set out in paragraph 28, we are not responsible for delays outside our control.

Avoidable. Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.

Caused by Misuse. You fail to use the Product in accordance with our instructions for use.

31. Domestic and Private Use
Your hearing aids and hearing accessories are supplied for domestic and private use. To the extent that you use a product for the purposes of your trade, business, craft or profession then, save in respect of any liability which cannot legally be limited, our total liability to you for all losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to what you paid for the product and all claims for loss of profit or indirect or consequential loss are wholly excluded.

32. Ear Wax Removal
Your ear wax removal will be carried out by a trained clinician working to industry standard protocols. Wax removal may be done via Micro-suction, irrigation/syringing, and/or dry tool extraction: Whichever the clinician deems most appropriate based on the wax you present and the information you give our clinician about your condition.

Incidents during ear wax removal are very uncommon. Minor complications that can occur which are deemed acceptable include: minor nicks or scratches to the ear canal which can also lead to minor bleeding, soreness, mild discomfort and short-term ringing in the ear (tinnitus). To minimise such risk please immediately notify the clinician of any discomfort or sensitivity to increased sound level.

Ear wax removal can cause slight dizziness in certain circumstances - the patient should inform the clinician if they feel dizzy and the procedure should be paused until the patient feels stable. More serious risk of damage to the ear canal or ear drum can occur if the patient does not remain adequately still.

Patients should inform the clinician of any discomfort or likely sudden movements, for example if likely to sneeze or cough. All equipment is sterilised or is single use only to keep infection risk to a minimum; however, there is always a risk that infection can set in once the patient leaves the premises.

Please contact the clinician for a free follow-up visit should you experience any discomfort or worrying pain, swelling or discharge etc.

33. Confidentiality and Privacy
Your privacy is important to us. Please refer to our Privacy Policy for information on how we collect, use, and protect your personal information.

34. Indemnification
You agree to indemnify and hold harmless Audiological Science Limited trading as The Hearing People, its officers, employees, and agents from any claims, losses, liabilities, damages, costs, or expenses arising out of your use of our services, or your violation of these Terms and Conditions.

35. Rights
This contract is between you and us. If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply. Any delay by us in enforcing this contract does not exclude us from enforcing it later.

36. Governing Law
These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

37. Changes to Terms and Conditions
We reserve the right to modify these Terms and Conditions at any time. Changes will be effective immediately upon posting on our website. Your continued use of our services following any changes constitutes your acceptance of the new terms.

38. Summary of Your Key Statutory Legal Rights
The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

-Up to 30 days: If your goods are faulty, then you can get a refund.
-Up to six months: If your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
-**Up to six years**: If your goods do not last a reasonable length of time you may be entitled to some money back.

Note: Consumer Right is not the same as a 6 Year Guarantee.
Nothing within these Terms and Conditions restricts your rights under the Consumer Rights Act 2015**.**