

**Terms and Conditions Hearing Check Limited**  
**February 2024**

These are the terms and conditions of Hearing Check Limited (Number 10230610) registered office 3, Tarleton Office Park Windgate, Tarleton, Preston PR4 6JF (Hearing Check).

**1. General**

- a) 'Patient' is any person who has contacted Hearing Check requesting a consultation for, or who has entered into a Contract with Hearing Check for the provision of, hearing checks, hearing aids, ear wax removal and related equipment and supplies, advice and related services (all together called 'Services')
- b) 'RHAD' – The professional audiologist (Registered Hearing Aid Dispenser) employed by Hearing Check to carry out hearing checks and give advice on hearing matters.
- c) 'Contract' – The legal agreement between Hearing Check and the Patient for the provision of the Services.
- d) 'The Fee' - The sum payable for the provision of the Services.
- e) 'Payment' – can be by cash, cheque, BACS, debit and credit card.
- f) 'Days' - All the days in a week excluding Bank Holidays and weekends.
- g) 'The Practice' – is the premises at Preston Hearing Centre, Hearing Check@Sowerby Bridge, Hearing Check @Lytham Clinic, Hearing Check@Elland or such other premises as Hearing Check shall advise the Patient.
- h) These terms and conditions and the Contract will represent the whole of the agreement between Hearing Check and the Patient.

**2. Disclosure**

To safely provide the Services the Patient, during the appointment, will be asked certain medical and hearing related questions that will be recorded and form part of the Patient's personal record. This information will be checked from time to time throughout provision of the Services. The information must be provided completely and accurately by the Patient as it will be relied upon by Hearing Check in the provision of the Services. Hearing Check must be informed immediately of any changes.

**3. Children**

- a) If any Child under eighteen years attends the Practice for Services, then consent to any Services must be given by a parent or guardian who must be present throughout any appointment.
- b) Children under the age of eighteen years cannot be unaccompanied within the Practice premises unless prior agreement has been authorised by the Practice manager. They must be chaperoned at all times by a parent or guardian. The Practice staff cannot provide any childcare.

**4. Medical**

- a) All Patients will be asked questions so that a case history form can be completed. This will include some medical questions where relevant to their hearing. It is essential that the Patient provides Hearing Check with an honest history that is as accurate, reliable and as full as possible.
- b) If a Patient has any concerns about their current state of health, they must consult their GP before booking any appointment.
- c) The Patient understands that withholding medical information could put their health at risk. If issues arise because of information being withheld or incorrectly given, then Hearing Check shall have no liability for the consequences.
- d) For all medical information provided to Hearing Check, the Patient must provide their consent for the data to be retained by Hearing Check as otherwise no Services can be supplied, and Hearing Check will have no liability to the Patient. Such consent will initially be obtained at the initial consultation.
- e) Should any contraindications become apparent to the RHAD when carrying out the hearing checks or otherwise working with the Patient then Hearing Check will refer the Patient to the appropriate medical professional.

## **5. Medical Professionals**

- a) Hearing Check will employ RHAD who are registered with the Health and Care Professions Council (HCPC) and will comply with the Council's standards of conduct, performance and ethics.
- b) All staff are covered by the indemnity insurance of Hearing Check Limited.
- c) The decision of any RHAD as to if any Services can proceed and the manner in which this will be carried out is final.

## **6. Appointments**

- a) A Patient should arrive ten minutes prior to an appointment for Services.
- b) Late arrival for an appointment over fifteen minutes from the arranged time may lead to the Patient not being seen if the RHAD has other appointments and a rescheduled time may be offered.
- c) Hearing Check are not responsible for the belongings of a Patient whilst at the Practice. Anything of value should not be brought to the Practice.
- d) Patients will be asked if they can manage stairs as many of the Practice premises have stairs to consulting rooms. If necessary, a downstairs room can be arranged with prior notice.
- e) Staff will not use face coverings at appointments unless medically advised to do so but the right of a Patient to do so is respected. Patients should not attend appointments if they are unwell but contact Hearing Check to rearrange the appointment.
- f) Hearing Check may provide home visits when it is not practical for the Patient to access one of the Practice sites. However, this is at the discretion of Hearing Check and is dependent upon the availability of the appropriate staff and the distance involved.
- g) For a home visit, the Fee normally includes the initial consultation(s) and if that results in the purchase of hearing aids, the related fitting appointment and follow up visit. Hearing Check reserves the right to charge a Fee for any subsequent visits.
- h) Hearing Check reserves the right to charge a call out Fee for all appointments away from the Practice.

## **7. Hearing Services**

- a) Currently Hearing Check do not make a charge for the initial hearing health check but reserve the right to make such a charge in the future.
- b) Following completion of a hearing check the Patient will be informed of their results and the choices available to them if hearing aids are required. In this case the Patient will have the option to pursue hearing aids via the NHS or for Hearing Check to provide a full consultation with a view to providing hearing aids needed by the Patient.

- c) If at any time the Patient requests a copy of the record of the hearing test (the audiogram) either after the initial hearing check or after the full consultation, then Hearing Check reserves the right to make a charge for the consultation(s) carried out.
- d) The Patient will be advised of the hearing aids available to them and the Fee. Once the Patient has agreed on the hearing aid(s) to be provided, they will be asked for a deposit towards the Fee. Once the deposit is paid the Contract will be made and the hearing aid(s) will be ordered by Hearing Check.
- e) The details of the hearing aid(s) agreed, and the Fee will be put in writing for the Patient. This will include the warranty provided by the manufacturer with the particular hearing aid purchased. This is in addition to their statutory rights.
- f) Arrangements will be made for a fitting appointment for the hearing aid(s) and the balance of the Fee will be payable at that appointment.

## **8. Ear Wax Removal**

- a) The Patient can book an appointment for ear wax removal. They will be asked to pay a deposit to confirm the booking.
- b) The Patient will be advised of preparations they must make before the appointment that must be followed to achieve the best result from the procedure.
- c) If the Patient wishes to change the date of the appointment, then at least 48 hours' notice must be given to the Practice.

## **9. Tinnitus**

- a) The Patient can book an appointment for a tinnitus assessment. They will be asked to pay a deposit to confirm the booking.
- b) Ongoing tinnitus counselling sessions can be provided for the Patient following the initial assessment. The number and Fee to be agreed with the Patient. Payment to be made after each appointment.
- c) If deemed to be of benefit to the Patient, Hearing Check can provide hearing aids that will assist with the hearing quality of the Patient and will assist with the tinnitus.
- d) The Patient is provided with an initial consultation at which time a Fee currently £75 will be charged. At this initial appointment an agreed plan of appointments is arranged along with the Fee payable.

## **10. Repairs and Warranty**

- a) Each hearing aid supplied will have the benefit of the manufacturer's warranty in addition to their statutory rights. The length of the warranty will vary with the hearing aid purchased and the manufacturer involved but will normally be between 2 and 5 years.
- b) Other devices supplied with the hearing aids, for example hearing aid chargers, the length of the warranty will vary with the device purchased and the manufacturer involved but will normally be a standard 2-year warranty.
- c) Other assistive devices, for example, but not inclusive to, T.V connectors, remote and table mic's, remote controls and Phonak Roger equipment, the length of the warranty will vary with the device purchased and the manufacturer involved but will normally be a standard 2-year warranty.
- d) The Patient will be informed of the length of the warranty that applies at the point of purchase.
- e) The manufacturer's warranty covers any manufacturing or material defect and covers the work and any parts required.
- f) The warranty excludes defects caused by the improper or incorrect handling of the hearing aid, other device or assistive device including any damage caused. This includes but is not inclusive of, misuse, accidents, moisture, wax ingress or loss of the hearing aid(s) or other devices and assistive devices. The decision of the manufacturer as to if a defect comes within this category is final.
- g) All consumables, i.e. wax filters, batteries, and replacement domes and are not covered under the warranty. For Receiver in the canal (RIC or RITE) type hearing instruments the receiver is also a consumable, although for the first 2 years of being fitted, we will replace it at no cost. Outside of this period there will be a fee for replacement. The fee is dependent on the manufacturer and you will be notified of such a fee.

- h) If a hearing aid, device or assistive device requires repair, then initially the customer care team at the Practice will endeavour to deal with it. If this is not possible then the hearing aid, device or assistive device will be sent to the manufacturer for repair with the Patients consent.
- i) The Patient is responsible for the Fee involved if the work is not covered by the warranty. Such Fee would be communicated to the Patient and agreed before the work is carried out.
- j) This clause does not replace the liability of Hearing Check under consumer law.
- k) In certain circumstances it is possible to purchase extended warranties for a hearing aid. This will be discussed with the Patient at the point of purchase and the additional cost added to the Fee.

#### **11. Purchases Online**

- a) All items purchased by a Patient as a private individual online can be returned if they inform Hearing Check in writing that they wish to do so within fourteen days of receipt.
- b) The item must then be returned to Hearing Check within 14 days of the notification at the Patient's own risk and expense. The Patient will be repaid the Fee and basic delivery charge within 14 days of receipt of the returned items.
- c) A deduction will be made from the refund for any damage caused or missing parts from the item returned and anything that it affects its ability to be immediately resold.
- d) For hygiene reasons this clause does not apply to used hearing aid domes.

#### **12. Rescheduling Policy**

- a) If a Patient wished to reschedule an appointment, they are requested to give the most notice possible but in any event 48 hours' notice.
- b) Hearing Check reserves the right to make a charge for appointments where the Patient cancels more than twice without giving 48 hours' notice.
- c) Hearing Check reserves the right to reschedule any appointment without any liability to the Patient if it is necessary due to matters beyond its control.

#### **13. Cancellation Policy**

- a) If a Patient is experiencing any problems with newly fitted hearing aids, they are requested in the first instance to contact Hearing Check so that a satisfactory solution/remedy can be found, to the patient's satisfaction.
- b) Hearing Check reserve the right to attempt to address any such problem and provide a remedy if they feel this is possible.
- c) If the Patient does decide to cancel the purchase of the hearing aids within sixty days of them being fitted their deposit and all monies paid will be refunded providing the hearing aids and any associated equipment are returned without damage and in good condition.
- d) Hearing Check can at their discretion extend the sixty-day money back clause with agreement from the manufacturer if it is felt that this is to the benefit of the Patient.

#### **14. Patient Obligations**

- a) The Patient must be honest and act in good faith at all times.
- b) The Patient must read and make sure they understand all information given to them orally and in any literature supplied by Hearing Check. If they do not understand they must ask for clarification until they do understand.
- c) The Patient must comply with all advice and instructions given to them by Hearing Check or be responsible for the consequences of such action.

#### **15. Aftercare Policy**

- a) Following a fitting of new hearing aids, a follow up appointment will be scheduled to ensure the Patient is satisfied with their purchase and so that minor adjustments can be made. The follow up appointment is usually held within three weeks of the initial fitting. If the Patient is experiencing any difficulties or needs more time to become accustomed to wearing hearing aids, then a second follow up appointment can be arranged. Once both the RHAD and the Patient are satisfied that the hearing aid solution is working well then, a twelve-month recall will be set to arrange a review appointment.
- b) If there are any problems in the interim the Patient must contact Hearing Check as soon as possible.

## **16. Disabilities**

If a Patient has a disability or any care requirements, they must inform Hearing Check at the time of booking and upon arrival for any appointment. This is necessary to ensure the staff can make any necessary adaptations to ensure that the Patient can be professionally dealt with.

## **17. Limit of Liability**

- a) Hearing Check will not be liable in contract, tort or otherwise for any economic loss (including, without limitation, loss of profit), or for any other special, indirect or consequential loss or damage arising out of, or in connection with, its provision of any Services for the Patient.
- b) Nothing in these terms and conditions will limit or exclude liability for death or personal injury resulting from negligence, fraud or any liabilities that may not be excluded by law.

## **18. General Data Protection Regulation**

Hearing Check will comply with the UK General Data Protection Regulation (UK GDPR) and all other applicable data protection legislation. They will provide a copy of their Privacy Notice on the website for each Practice. Hearing Check will only process data to the extent required to enable it to provide the Services and as necessary to comply with its own legal obligations. Hearing Check may contact the Patient with details of similar Services and offers in the future, as allowed by UK GDPR.

## **19. Confidentiality**

All details and any information supplied by the Patient to Hearing Check will be kept strictly confidential by them. Any information supplied to Hearing Check will be used by them solely for providing the Services unless obligated to provide it by law, court order or any Governmental or regulatory authority.

## **20. Severance**

If one or more of these terms are found to be unlawful or otherwise unenforceable, that provision will be deemed severed from the remainder of these terms and conditions, which will remain valid and enforceable.

## **21. Complaints**

- a) In the unfortunate event that a Patient is not happy with the service provided by Hearing Check complaint should be made as soon as possible to the manager at the Hearing Check Practice attended or engaged with. Any telephone call must be followed by putting the complaint in writing to that address within seven days.
- b) If the issue cannot be resolved by the Practice manager, then the Patient should contact Gerard Rowbottom a director of Hearing Check at <https://www.hearingchecksowerbybridge.co.uk>.

- c) If the complaint relates to Services provided by a RHAD, then the Patient is free to raise the issue with the HCPC.

## **22. Law**

- a) These terms and conditions and any dispute or claim arising from or in connection with them or the Contract shall be governed by the laws of England and Wales.
- b) All parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to deal with any dispute or claim arising from these terms and conditions.