

Sussex Audiology Centre Limited

Company Number: 03456575

Registered office address:

The Old Casino, 28 Fourth Avenue,

Hove, East Sussex, BN3 2PJ

Terms and Conditions for the Supply of Goods



Hove Clinic
17-19 Montefiore Rd
Hove
BN3 1RD

Tel: 01273 778 977



Goring Clinic
313 Goring Road
Goring-by-Sea
Worthing BN12 4NX

Tel: 01903 243 300



Haywards Heath
63 The Broadway
Haywards Heath
RH16 3AS

Tel: 01444 500 246



Eastbourne
3b Meads St
Eastbourne
BN20 7QT

Tel: 01323 387 098



Lewes Clinic
Unit 1, Artisan House
Brooks Rd, Lewes
BN7 2YJ

Tel: 01273 752 979



Ferring Clinic
32 Ferring St
Ferring, Worthing
BN12 5HJ

Tel: 01903 500 636



Storrington Clinic
Unit 2, Old Mill Square
Storrington
RH20 4NG

Tel: 01903 910 747

Terms and conditions on which Sussex Audiology Limited purchases goods

Sussex Audiology Limited purchases goods for its customers on the following terms and conditions

1 The meaning of some words used in these terms and conditions

we, us or our is a reference to Sussex Audiology Limited;

you or your is a reference to the person to whom we are providing our Services or supplying Goods and who is required to pay for the Services we provide and the Goods we supply;

Goods means the goods we shall buy for you and which you will pay for;

2 Entering into a legally binding contract

2.1 A legally binding contract between you and us will come into being at the time we place the Order for the goods.

2.2 We suggest that before you ask us to place the Order either in writing or orally that you read through these terms and conditions. If you have any questions concerning them please ask us.

2.3 You should keep a copy of these terms and conditions for your records.

3 Goods

3.1 You and we shall agree the Goods that you wish us to buy (except where you have allowed us to decide what Goods to purchase).

3.2 Once it has been decided what Goods will be bought for you or supplied to you it will not be possible for you to cancel or change what is bought or supplied (except as you are permitted to do so under law).

3.3 The Goods will be in accordance with statutory requirements, be of satisfactory quality, meet any description concerning them and be fit for the normal purposes. If there are particular purposes for which the Goods will be used then we need to be made aware of these before the Goods are ordered.

4 Timing

4.1 Our responsibility to deliver the Goods by particular dates

We aim to carry out the delivery of the Goods by the dates and times we either agree with you or notify to you. But we cannot guarantee or provide a firm commitment that the Goods will be delivered at the times or dates specified.

4.2 Situations or events outside our reasonable control

4.2.1 In addition, there are certain situations or events which occur which are not within our reasonable control (some examples are given in clause 4.2.2 below). Where one of these occurs we will normally attempt to recommence delivering the Goods as soon as the situation which has stopped us delivering the Goods has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before we can deliver the Goods.

4.2.2 The following are examples of events or situations which are not within in our reasonable control:

- (a) if the Goods are not delivered on the date or at the time agreed with the supplier of the Goods (and it is not possible to obtain a replacement from an alternative supplier at all or within a reasonable amount of time, or the price charged by the alternative supplier is excessively higher than by the original supplier if ordered at short notice);
 - (b) where you make a change in the Goods you have ordered; or
 - (c) for other some unforeseen or unavoidable event or situation which is beyond our control.
- 4.2.3 If the delay in us recommencing supplying the Goods will be excessive then we will offer you the option of either:
- (a) *continuing to wait until we are able to deliver the Goods*: if you are required to make any payments during this period (for example if we and you have agreed that you will pay us in staged amounts) then we will not require you to make any of the payments required until we are able to recommence performing the Services; or
 - (b) *allowing you cancel the contract*: if you choose this option then you will only have to pay for Goods which we have a legal obligation to pay for. If you have made payment(s) to us in excess of the amount of Goods we have purchased, we will return the difference to you within 7 days of cancellation.

4.3 Payment for the purchase of the Goods

You will need to pay for any Goods before or at the time we buy or order them or on the date of collection (plus the costs of delivery should you require them to be posted to you). For your information, most Goods we buy will need to be paid for in advance of purchase or at the time of ordering.

We will retain ownership of any Goods until you have paid for them (whether or not the Goods are delivered).

4.4 VAT

All amounts stated (whether orally or in writing) are inclusive of VAT, which will be added at the rate currently in force where applicable.

4.5 If you do not pay when required to

If you fail to make payment by the date or time we and you agree we may:

charge you interest (at Barclays Bank base interest rate plus 3%) on any outstanding amounts if those outstanding amounts remain unpaid for more than 14 days from the date of our invoice or when we asked you first to pay them.

5 Exclusion and limitation of liability

- 5.1 We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or death.
- 5.2 We shall only be liable for any loss of damaged suffered by you which is reasonably foreseeable consequence of a breach of this Agreement. In the event that any loss or damage suffered by you relates to your business activities or use of the Premises for commercial purposes then we exclude all liability and in particular we exclude all liability for loss of profits or other economic loss arising of a breach of this contract.

6 Communicating with each other

- 6.1 You can always telephone our contact number is 0330 3203413.

6.2 However, for important matters we suggest that you use writing and send any communications by post to the clinic where you purchased the Goods or by email to info@sussexaudiologycentre.co.uk.

6.3 If we wish to send you a letter or notice we will use the address and/or email address you have given us.

7 Cancellation by you

7.1 Once we and you enter into a binding contract you will normally not be able to cancel the contract, except where we agree or as otherwise provided for in this contract.

7.2 You have 14 days after the date we confirm your order to change your mind about a purchase, but:

7.2.1 Your right to cancel this contract within 14 days does not apply to any customised products as they are personalised goods, or goods made to your specific requirements.

7.3 If you:

7.3.1 purport to cancel the contract; or

7.3.2 give notice purporting to cancel; or

7.3.3 otherwise do not fulfil your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you cancelling the contract, we do not have to accept your cancellation except as provided in clause 7.2 or as otherwise provided for in this contract. However, we may choose to accept cancellation, and if we choose to do so you will be required to pay to us a reasonable amount for the losses and costs (including loss of profit) we have suffered. If you have paid a deposit, this will be retained and if our reasonable losses and costs (including loss of profit) are greater than the deposit we have retained we will require you to pay for our losses and costs in excess of the deposit retained.

8 Money back guarantee

We offer a 45-day money back guarantee effective following the initial fitting of the hearing instrument(s). If you are not able to adjust the hearing instrument(s) during the 45-day period, you may return. We shall provide for a full refund providing no damage has been caused to the hearing instrument. This does not apply to customised products.

9 Complaints

If you think there is something wrong with your service, you must contact us: complaints@sussexaudiologycentre.co.uk and/or 0330 3203413. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk. Remember too that you have several options for resolving disputes.

Summary of your key legal rights

As your product is **services**, the Consumer Rights Act 2015 says:

You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.

If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

10 Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

11 Law and jurisdiction

This contract shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.