

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 Services



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 Centre Limited provides its services to consumers

Sussex Audiology Centre Limited provides its services 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 Centre Limited;
you or your	is a reference to the person to whom we are providing our Services and who is required to pay for the Services we provide;
Materials	means any materials, goods, parts or items we need to buy necessarily in order to perform the Services;
Parties	is a reference to both us and you;
Premises	means the place where we will provide the Services; and
Services	means the advice or assistance we will provide in connection with the problem, matter or situation you are facing. The precise Services we will be providing to you will be stated in the confirmation of appointment letter and as we agree from time to time.

2 Entering into a legally binding contract

- 2.1 A contract between you and us will come into being in one of two ways:
 - 2.1.1 when we send you a confirmation of appointment letter we and you will enter into a legally binding contract on the date of that letter.
 - 2.1.2 where you and we agree orally that we should provide the Services then there will be a legally binding contract on the date of our oral agreement.
- 2.2 We suggest that upon receipt of the confirmation of appointment letter or orally agreeing to us providing Services 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 Providing the Services

- 3.1 Once we and you have entered into a legally binding contract we will normally start providing the Services to you at the Premises using the Materials straight away or on a date agreed between us without further discussion with you. Occasionally the Services will be provided at some other date or time or be dependent on a number of factors.
- 3.2 Our aim is to always provide you with the Services:
 - 3.2.1 using reasonable care and skill;
 - 3.2.2 in compliance with commonly accepted practices and standards in the audiology industry;

- 3.2.3 in compliance with relevant laws and regulations in force at the time we are carry out the Services.

4 Days and times when we normally provide the Services and performance of Services away from the Premises

- 4.1 Unless we agree otherwise we will provide the Services on normal working days and start work no earlier than 9am and finish work no later than 5pm. A normal working day for us means Mondays to Fridays, excluding any bank or other national holidays.
- 4.2 The performance of some of the Services may take place away from the Premises. For example, we may be able only to carry out some of the activities in performing the Services other than at your Premises or when you are present.

5 Timing

5.1 Our responsibility to perform the Services by particular dates

We aim to carry out the Services by the dates and times we either agree with you or notify to you. But we cannot guarantee or provide a firm commitment that:

- 5.1.1 we will start performing the Services by a specified date or time; or
- 5.1.2 we will complete the performance of all the Services by any specified date or time; or
- 5.1.3 the performance of any individual part of the Services will be completed by a specified date or time.

5.2 What can happen if we cannot start performing the Services or complete performing the Services

- 5.2.1 If we do not start or complete performing the Services within a reasonable period from the date(s) we have agreed or notified then you may either choose either to continue to wait until we can start performing the Services or complete performing them or you can cancel the contract.
- 5.2.2 Where we have started performing the Services and you decide you wish to cancel the contract you will only have to pay for any Services we have performed up to the date of cancellation and for any Materials which we have a legal obligation to pay for. If you have made payment(s) to us in excess of the amount of Services we have performed or Materials we have purchased, we will return the difference to you within 7 days of cancellation.
- 5.2.3 What is a reasonable period of time depends on the types of Services we will be performing and the length of time they will take to perform.

5.3 Situations or events outside our reasonable control

- 5.3.1 In addition, there are certain situations or events that occur that are not within our reasonable control (some examples are given in clause 5.3.2 below). Where one of these occurs we will normally attempt to recommence performing the Services as soon as the situation which has stopped us performing the Services has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before we can start or continue performing the Services.
- 5.3.2 The following are examples of events or situations which are not within in our reasonable control:

- (a) where weather conditions make it impossible or unsafe for us to perform any of the Services;
 - (b) 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);
 - (c) where you make a change in the Services you wish us to perform (and this results in, for example, us having to do further work or wait for new or different Goods);
 - (d) where we have to wait for other providers of services (who have been engaged by you) to complete their work before we are able to perform the Services (or the relevant part of the Services dependent on the other provider if ordered at short notice);
 - (e) where we are unable to gain access to the Premises to carry out the Services at the times and dates we have agreed with you;
 - (f) where the areas in the Premises have not been readied by you as we and you have agreed in order for us to perform the Services; or
 - (g) you have not taken the steps required by you as set out in the Appointment letter; or
 - (h) where there is excessive noise inside or outside the Premises; or
 - (i) for other some unforeseen or unavoidable event or situation which is beyond our control.
- 5.3.3 If the delay in us recommencing performing the Services will be excessive then we will offer you the option of either:
- (a) continuing to wait until we are able to recommence performing the Services. 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 to cancel the contract. If you choose this option then you will only have to pay for any Services we have performed up to the date of cancellation and for any Materials for which we have a legal obligation to pay. If you have made payment(s) to us in excess of the amount of Services we have performed or Materials we have purchased, we will return the difference to you within 7 days of cancellation.

6 Price, estimates and payment

Payment for our Services and the Materials is normally made in two ways, either:

6.1 When payment is required

Payment for our Services and the Materials is normally made in two ways, either:

- 6.1.1 at the time we finish performing the Services; or
- 6.1.2 in a number of staged payments, often involving:
 - (a) the payment of a deposit of 25% before we commence performing the Services; and
 - (b) the payment of the remaining amount we will be charging you either on completion of the Services or in a number of fixed payments paid at regular periods.

Which option we will use will be indicated on the confirmation of appointment letter.

6.2 VAT

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

6.3 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:

- 6.3.1 charge you interest (at Barclays Bank's 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; and/or

6.4 Where you seek to not pay amounts due to us

You will not refuse to pay any amount owing to us where there is only a minor or inconsequential defect or error in the performance of the Services. You will be entitled only to refuse to pay no more than a proportionate amount of any amount due.

7 Things you will need to do

7.1 If the Premises where we are performing the Services is your home then you should:

- 7.1.1 make the Premises safe for us to carry out the Services such as securing animals in an alternative room;
- 7.1.2 make the Premises safe for us to carry out the Services such as ensuring a clear path of access;
- 7.1.3 make the areas where the Services are to be performed ready;
- 7.1.4 remove any items etc which will stop or hinder in the performance of the Services;
- 7.1.5 protect your items or possessions from the effects of us performing the Services;
- 7.1.6 allow us to gain access to the Premises at the dates and times we and you have agreed we will perform the Services;
- 7.1.7 take the steps required by you as set out in the Appointment letter
- 7.1.8 You will make available domestic facilities at the Premises as we reasonably require.

8 Some restrictions and assumptions

8.1 We will assume that all information and facts that you provide are accurate and true. We will not accept liability for any loss or damage caused where we reasonably perform our Services in reliance of these.

9 Exclusion and limitation of liability

- 9.1 We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or results in death.
- 9.2 We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach by us of this contract. 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 for any business loss and in particular we

exclude all liability for loss of profits or other economic loss arising out of a breach of this contract.

10 Communicating with us

- 10.1 You can telephone us at 03303 203413.
- 10.2 However, for important matters we suggest that you use writing and send any communications by post to the clinic you ordered our Services from (or by email info@sussexaudiologycentre.co.uk).

11 Cancellation by you

- 11.1 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 or by law.
- 11.2 For our services you have 14 days after the date we confirm your order to change your mind about a purchase, but:
- 11.3 You lose the right to cancel any service, when it's been completed (and you must pay for any services provided up to the time you cancel).
- 11.4 If we agree to cancel then you will be responsible for the cost of:
 - 11.4.1 any of our time in performing the Services up to the date we stop providing the Services;
 - 11.4.2 any Materials we are contractually committed to buying up to the date of termination (whether or not we need to pay for them before or after the date the contract between us and you is cancelled). Any Materials we have purchased (but not used in performing the Services) will be delivered to you.
 - 11.4.3 if within 24 hours of the Appointment, 50% of the Appointment Fee.
- 11.5 In the circumstances stated in clause 12.4 we will first deduct the amounts for which you are responsible from any deposit you have paid. Any remaining deposit will be returned to you. If the amount owing is greater than the deposit we will return invoice you for the amount in excess of the deposit.
- 11.6 If you:
 - 11.6.1 purport to cancel the contract; or
 - 11.6.2 give notice purporting to cancel; or
 - 11.6.3 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 12.4 or by law 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.

12 Contacting each other

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

- 12.2 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.
- 12.3 If we wish to send you a letter or notice we will use the address and/or email address you have given us.

13 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.

14 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.

15 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.

16 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.