

TERMS AND CONDITIONS

Hidden Hearing

In these Terms the following words have these meanings: 'We', 'Us' and 'Our' means Hidden Hearing Limited. 'You', means the customer named overleaf. 'Terms and Conditions' means this agreement between Us and You for the supply of a hearing aid. 'Hearing aid' means the hearing aid or aids (and any accessory or other product) which you agree to buy from us under these Terms and Conditions and which are described overleaf. 'Purchase price' means the price of the hearing aid payable by you. 'Total purchase price' means the purchase price, less any part exchange.

1. Basis of the sale

We shall supply the Hearing Aids to You in accordance with any written specifications subject to these Terms and Conditions. No variation to these Terms and Conditions shall be binding unless agreed in writing between Our authorised representatives and You.

2. Delivery, risk and property of the hearing aids

Delivery of the Hearing Aids shall be made by Us delivering the Hearing Aids to You at final fitting (Delivery). Risk of damage to or loss of the Hearing Aids shall pass to You at Delivery. If you do reject the Hearing Aids, the Hearing Aids remain at your risk until returned to and received by Us. You are advised to consider insuring the Hearing Aids for that reason. Notwithstanding Delivery and the passing of risk in the Hearing Aids, the property in the Hearing Aids shall not pass to You until We have received in cash or cleared funds payment in full of the price of the Hearing Aids.

3. Warranties and Liability

3.1 Provided that nothing in these Terms and Conditions shall restrict or exclude liability for death or personal injury caused by Our negligence, or affect your statutory rights dealing as a consumer, We shall not be liable to You by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under these express Terms and Conditions, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims whatsoever which arise out of or in connection with the supply of the Hearing Aids. In any event, Our liability shall not exceed the value of the Hearing Aids, except as expressly provided in these Terms and Conditions.

3.2 We shall not be liable to You or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of Our obligations under these Terms and Conditions, if the delay or failure was due to any cause beyond Our reasonable control.

4. Supply of Hearing Aids

If you are not satisfied with the hearing aid you may return it to us within 90 days of its delivery to you and tell us in writing that you wish to cancel the purchase. Provided that the hearing aid has not been damaged whilst you have had it, we shall refund to you the purchase price. If it has been significantly damaged whilst in your possession, then we shall refund to you a fair proportion of the purchase price after taking into account the amount of damage.

If you choose not to exercise your right to return the Hearing Aids to Us (or fail to do so) within 90 days of delivery, You shall be deemed satisfied with them and accept that they are in all respects fit for purpose and of merchantable quality. In the event that your Hearing Aid requires to be replaced either because you have returned it to Us within 90 days of Delivery or as part of Our after-care service, You will again have the right to return that replacement Hearing Aid within 90 days of its delivery to You.

5. After care Service

Your new hearing system is an example of advanced technology constructed to a very high standard, designed to give considerable benefit. Even so, the ear is a difficult operating environment and to ensure the aids continued performance it is inevitable that at some point it may require service, repair, or modification. Most but not all these future costs are covered by warranty. Specifically, the manufacturer will replace at no cost to You any hearing aid or component part that is not working properly because of a design or manufacture flaw brought to our attention within the first 48 months after your purchase. If all that is required is some modification work, this will also be done at no cost to You within the first 12 months after purchase. Also, it is sometimes the case that your hearing aids will require replacement not because of defect, damage, or failure on the part of the hearing aid but because your hearing has deteriorated with the passage of time beyond the scope of the hearing aid that was prescribed for you and beyond the scope of its modification range. In such cases, your option is only to buy a replacement aid. Damage caused to the hearing aid by you or by a third party while the hearing aid is not in Your ear is not covered by warranty.

5.1 Speaker

A common cause of complaint relates to speakers which can become blocked by a build-up of wax. This is not covered by warranty but provided You adhere to our guidelines for maintenance and care of Your hearing aid, this problem should not lead to the impairment of the optimum enjoyment of Your hearing aid.

5.2 Domes care

Many of the hearing systems we supply use small parts called domes which are fitted onto the end of each speaker unit and need to be replaced regularly due to the fact that they are inserted into the ear, where there is a lot of wax and moisture. As they are not an integral part of the hearing aid, they are not covered by manufacturer warranty and are considered a consumable. They need to be replaced monthly or as directed by your Hearing Aid Dispenser at fitting. If they are not changed regularly the receiver can become damaged and will need to be replaced at Your cost. Manufacturer guidelines specifically state that domes cannot be cleaned and reused as You run the risk of the dome falling off the receiver and lodging in the ear canal. Packets of replacement domes can be purchased from Hidden Hearing. Please refer to your hearing aid Instructions manual for further information. If a hearing aid receiver continually breaks down because You do not take the appropriate advice to replace domes regularly and use the drying kit to prevent wax and moisture damage, Hidden Hearing reserves the right to charge You for the replacement receiver unit You will need.

6. Customer Service

If you are dissatisfied with our service or with your Hearing Aid once it has been fitted, please contact the Hidden Hearing branch or clinic which supplied your Hearing Aid. If, after contacting the branch, You wish to take matters further or if you were not supplied with your Hearing Aid through one of Our branches, please contact our dedicated Customer Service Team at 5 Waterside, Citywest Business Campus, Dublin 24, D24 X7FT, Telephone 1800 66 77 11.

7. General

7.1 Nothing in these Terms and Conditions will affect your statutory rights in relation to faulty or miss-described goods.

7.2 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the provisions of these conditions and the remainder of the provision in question shall not be affected.

7.3 The Terms and Conditions shall be governed by the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish Courts.

7.4 Batteries for life. We will supply batteries to you free of charge for the life of the hearing aid(s) which You have purchased under these Terms and Conditions based on standard industry usage +10%.