

TERMS & CONDITIONS

1 Supply and Guarantee. Scotia Hearing Company Limited sell the hearing instruments and other products (Goods) to you and you agree to purchase them on the terms set out here and on the order form. We undertake to supply goods to you that are in conformity with the contract. The Goods are guaranteed against mechanical failure or defective materials and/or defective workmanship for a period detailed on the front of the order form, which shall not be less than 6 months from the date of fitting. In the event of such failure or defect, please contact us in the first instance. Please include the order reference when returning the Goods and we will at our option repair or replace with new Goods and return them to you.

The guarantee is in addition to and does not affect your statutory rights relating to faulty or mis-described Goods. For further information about your statutory rights, contact your local authority Trading Standards Department or Citizens Advice Bureau.

Please be aware that there is a specific legal definition of “faulty” – i.e. they must be of faulty or defective manufacture, not that you just don’t like them or can’t get on with them. Likewise goods being claimed to be “unfit for purpose” must be physically defective in some way which renders them unsuitable for use – not that you don’t like them, can’t get on with them, or they don’t do what you expected to the extent that you expected.

2 Invalidated Guarantees

Goods, which have become defective for any reason other than in (1) above, such as interference with the hearing instrument, accidental damage, failure to keep the instruments clean, failure to use in accordance with the operating manual or repairs by an unauthorised agent of the manufacturer shall invalidate this guarantee. If you return Goods to us in these circumstances, we will notify you. We will give you the option to have the Goods back or repair them, if possible, but in either case, this will be at your expense.

3. Cancellations/Refunds.

Home Visits: On signing a contract in your own home, but before any hearing aids are fitted, you have a 14 day period in which you may cancel the order and receive a refund of any deposit paid – EXCEPT – where the goods are bespoke (i.e. made especially for you) – see paragraph 9 below. Note: all In the Ear hearing aids are bespoke goods, so there is no right of cancellation. There may be a right of cancellation for Behind the Ear hearing aids, depending on whether or not they have been adapted for your specific use.

Branch Visits: For contracts agreed on trade premises, no right of cancellation is accepted and no deposits are refundable.

After the fitting of hearing aids, we will work with you to provide the best possible result. To do so we may agree to change your hearing aids (once only and within 60 days only) if you are not getting on with them. We will not accept hearing aids back for refund unless they are faulty. Please note that not being able to adapt to Hearing Aids or not getting the result you expected is not a valid definition of “faulty” goods, or goods which are “not fit for purpose”.

This does not affect your statutory rights including any right to cancel under paragraph 9 below.

4. VAT

Scotia Hearing Limited does not charge VAT on Hearing Aids or professional services.

5. Repair Work

If any Goods require repair (other than under the original guarantee) we guarantee such repair work for a period of 6 months from the date of return of the Goods to you. This does not apply to clean and check services.

6. Aftercare Service

Within 6 weeks of the fitting of your hearing instruments a personal consultation is available to assess your progress and offer any assistance you may require. It is your responsibility to request this visit, although we undertake to try to provide it automatically.

Batteries, repairs, service or any other matter concerning your purchase, hearing and aftercare services are available from ourselves - please contact our customer care team.

After care service is available by appointment only, during the hours of 9am to 5pm Monday to Friday excluding bank holidays and weekends

7. Statutory Registration

All Hearing Aid Dispensers must be registered with the Health and Care Professions Council and are required to follow their Standards of conduct, performance and ethics (available on www.hpc-uk.org)

8. Customer Care [If applicable]

All our Hearing Aid Dispensers are members of the British Society of Hearing Aid Audiologists (BSHAA). We conform to the BSHAA Customer Care Scheme. If you have a complaint about the service we have provided, please in the first instance contact the hearing aid dispenser who provided the hearing instruments or our customer care team. If you still have concerns please contact BSHAA who will look into the matter on your behalf, customercare@bshaa.com. Details of this scheme are in the Customer Care leaflet handed to you or on www.bshaa.com – Customer Care.

9. Right to Cancel. If you make a contract to purchase Goods in your home, or away from the company's premises customised hearing aid instruments, hearing protectors or moulds are exempt from the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 due to health protection issues and hygiene reasons under Part 3 section 28 (3)(a) of these regulations. This does not affect your statutory rights if the goods are faulty. For products that do not come under this exemption you may wish to cancel the contract and if so you must complete and return to us the detachable slip provided below within 30 calendar days of your order.

This does not affect your statutory rights if the goods are faulty.

For goods that do not come under the exemption in paragraph 9 and those in paragraph 10 below you may cancel the contract, without giving any reasons within 14 days of the contract by giving notice in writing of cancellation.

10. Circumstances in which monies may be retained. If, before the end of the 14-day cancellation period, you have received a chargeable service, such as a hearing test, the cost of which has previously been agreed, or work on the goods has begun with your written agreement, you will be required to pay for any Goods or services supplied.

If goods are lost or not returned in 'as supplied' condition, monies may also be retained.

11 Effect of Cancellation. If you have a right to and do cancel the contract we will reimburse you all payments received from you without undue delay and not later than

- 90 days after the day we receive back from you the Goods or
- If no Goods have been supplied 14 days after the day on which we are informed about your decision to cancel the contract.

We will make the re-imburement using the same means of payment as you used for the initial contract, unless we agree with you a different means.

We have the option to request you to send the Goods back by post and if so, we will reimburse the cost of postage. The responsibility is yours to return the Goods to us unless otherwise agreed.

12. Retention of Title

Even though delivery of the Goods is made to you, ownership or title to the Goods shall not be yours and shall stay with us until we have received payment. Until payment has been made, we shall be entitled to require you to deliver the Goods to us.

13. Liability

With the exception of liability for death and personal injury caused by our negligence and fraudulent misrepresentation, we exclude our liability to you for consequential and indirect loss and we limit our liability to you to the price you paid for the Goods.

16. Data Protection

You consent that your data going on our marketing database, which will be used to send to you information about future products, we will not provide this data on to a third party and you can be removed from the list on request at any time on giving notice in writing.

17. Notices

In the event that you have to give any notice under these terms and conditions this must be in writing and sent to the Company address below.

Scotia Hearing Company Limited
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