

# TERMS AND CONDITIONS

## Application

1. These Terms and Conditions will apply to the purchase of the services and goods by you (the **Customer** or **you**).
2. Trading as Vivona Earcare of Interchange Building, 81-85 Station Road, Croydon, CR0 2RD with email address info@vivonaearcare.com; (the **Supplier** or **us** or **we**).
3. These are the terms on which we sell all services to you. By ordering any of our services, you agree to be bound by these Terms and Conditions.

## Interpretation

4. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
5. **Contract** means the legally-binding agreement between you and us for the supply of the Services;
6. **Delivery Location** means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
7. **Goods** means any goods that we supply to you with the Services, of the number and description as set out in the Order;
8. **Order** means the Customer's order for the Services from the Supplier as set out in the Customer's order or in the Customer's written acceptance of the Supplier's quotation;
9. **Services** means the services, including any Goods, of the number and description set out in the Order.

## Services

10. The description of the Services and any Goods is as set out on our website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only.
11. In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
12. All Services are subject to availability.
13. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.
14. Earwax removal via micro suction is considered more effective than other methods such as syringing. However, alternative methods such as probe removal eg. use of a Jobson Horne tool, or gentle irrigation eg. use of a spraywash tool, may be undertaken if considered to be more appropriate by the clinician.
15. Incidents during ear wax removal are uncommon, especially with micro-suction. However, possible minor risks that can occur and are deemed to be acceptable include: small nicks to the ear canal which can result in minor bleeding, soreness, mild discomfort and short-term ringing in the ear (tinnitus).

16. More serious risk to the ear or eardrum can occur if the client cannot remain adequately still during the procedure. Clients should inform the clinician of any likely movements.
17. Very severely impacted wax may result in incomplete removal of ear wax requiring a return visit. Return visits may also be required for clients who require extra care, such as children who display sensitivity to the procedure or clients with complicated medical / health requirements.
18. To keep the risk of infection to a minimum, all equipment used in the ear is sterilised or single-use. However, there is always a risk that infection may occur once out of the practitioner's care, for which we cannot be held responsible. Please consult your GP as soon as possible should you experience any discomfort or worrying symptoms post procedure.
19. The CE marked suction unit is designed to remove fluids from the airway or respiratory support system and infectious materials from wounds. It has been adapted for the use of aural micro-suction.

## **Basis of Sale**

20. The description of the Services and any Goods in our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to sell the Services or Goods.
21. When an Order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.
22. A Contract will be formed for the Services ordered, only upon the Supplier sending an email to the Customer saying that the Order has been accepted or, if earlier, the Supplier's delivery of the Services to the Customer.
23. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 1 day from its date, unless we expressly withdraw it at an earlier time.
24. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

## **Booking Terms**

25. Payment fees for the Services that are set out in our price list are current at the date of the Order or such other price as we may agree in writing.
26. We cannot guarantee that you will be seen or treated if you arrive late for your appointment. A second appointment may be required to complete your full treatment if you arrive late for your appointment, in which case you will be liable for the full cost of the both the first and second appointment.
27. If you cancel or reschedule your appointment without at least 24 hours' notice, or it is cancelled or rescheduled due to your late arrival, we reserve the right to charge a full or partial deposit to secure any future bookings made by you. We also reserve the right to refuse your future bookings.
28. Advanced payments made to secure a future booking, for example booking deposits, are non-refundable under any circumstances. Cancellation or rescheduling of any booking where a deposit has been paid will result in a forfeit of the deposit. Deposit payments already paid cannot be used to provide the deposit of a new booking.

29. If you attend any appointment without requiring treatment, you will still be liable to pay the full appointment fee.
30. Treatment for children aged below 10 years is no longer offered by our service. If you attend any appointment with a patient aged 9 years or below, we will not be able to treat your child and you will still be liable for the appointment fee.
31. An adult aged 18 or over is required to be present during the appointment for patients aged under 16. If you are under 16 and arrive for an appointment without an adult aged 18 or over, we will not be able to treat you. In this case you will still be liable to pay the full appointment fee.
32. Specialist appointments are required for those presenting with certain conditions as described on our website booking page. If you present for a standard appointment when you meet the conditions to require a specialist appointment, we may not be able to treat you and you will still be liable for the appointment fee.
33. All products sold by us alongside our Services are non-refundable.

## **Duration, termination and suspension**

34. The Contract continues as long as it takes us to perform the Services.
35. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:
  - a. commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
  - b. is subject to any step towards its bankruptcy or liquidation.
36. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

## **Privacy**

37. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
38. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy which can be found on our website.
39. For the purposes of these Terms and Conditions:
  - a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
  - b. 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
  - c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.
40. We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.
41. Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:
  - a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;

- b. we will only Process Personal Data for the purposes identified;
  - c. we will respect your rights in relation to your Personal Data; and
  - d. we will implement technical and organisational measures to ensure your Personal Data is secure.
42. For any enquiries or complaints regarding data privacy, you can contact us at the following e-mail address: [info@vivonaearcare.com](mailto:info@vivonaearcare.com).

## **Successors and our sub-contractors**

43. Either party can transfer the benefit of this Contract to someone else, and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

## **Excluding liability**

44. We do not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

## **Governing law, jurisdiction and complaints**

45. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
46. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of Scotland or Northern Ireland respectively.
47. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs, customers should contact us to find a solution. We will aim to respond with an appropriate solution within 10 working days. Customers can contact us via email at [info@vivonaearcare.com](mailto:info@vivonaearcare.com).

## **Changes to these Terms and Conditions**

48. Vivona Earcare reserves the right to change these Terms and Conditions as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the Website and you are deemed to have accepted the Terms and Conditions on your first use of the Website following the alterations. You may contact Vivona Earcare by email at [info@vivonaearcare.com](mailto:info@vivonaearcare.com).

**6<sup>th</sup> October 2021**