

# SMILES BETTER DENTAL LTD TERMS AND CONDITIONS OF TRADE

## 1. Interpretation

In these Conditions the following words have the following meanings:

- 1.1. **Conditions:** The standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Patient and SBD.
- 1.2. **SBD:** Smiles Better Dental LTD
- 1.3. **Patient:** Any person(s), firm or company that purchases Goods and/or Services from SBD.
- 1.4. **Contract:** Any agreement between SBD and the Patient for the sale and purchase of Goods and/ or the supply of Services incorporating these conditions.
- 1.5. **Goods:** The goods agreed in the Contract to be supplied by SBD to the Patient.
- 1.6. **Services:** The Services agreed in the Contract to be supplied by SBD to the Patient.

## 2. General

- 2.1. Unless there is a variation under Condition 2.2 all Contracts will be on these conditions to the exclusion of all other terms (including any terms the Patient or other document).
- 2.2. These conditions apply to all SBD's sales and no variation of these Conditions or representation shall have any effect unless agreed in writing by an authorised
- 2.3. SBD shall be entitled to assign its rights under the Contract and sub contract any or all of its obligations under the Contract to any third party.

## 3. Consultations and Treatment

- 3.1. If for any reason the patient does not present themselves on time and in a state that the consultation can be performed, the appointment will be cancelled, and SBD will charge in full for the consultation. In certain cases SBD may need to move the appointment, if this occurs SBD will notify the patient as soon as the need for rescheduling arises, and offer an alternative time.
- 3.2. It is our aim that the patients receive adequate information on the treatment options available to them, together with their consequences, costs, and possible risks. The patient should be able to discuss with their DCP the options available in order to select a course of treatment that is medically sound, aesthetically pleasing, and financially affordable. Please make sure the patient understands the implications of the treatment and the alternatives before agreeing to any treatment.
- 3.3. In some cases it may only become apparent after the commencement of the treatment that the course of treatment discussed during the Initial Assessment has to be modified. At other times it may happen at the very onset when specialists are consulted. The implications of such findings will be explained, and a modified treatment plan will be agreed. In some cases the modified treatment plan may involve an extra cost. During this process the patient may at any time decide not to continue with the treatment. In this instance the patient will only have to pay for treatment and laboratory work which has been provided.
- 3.4. SBD has the absolute right to discontinue treatment at any time without any obligation for compensation if you are not medically or mentally fit for the recommended treatment or if the payment obligations are not met.
- 3.5. In some cases, SBD may need to make changes to the patients appointment time and/or the place of treatment and/or the treating specialist. In this event we will contact the patient to advise them of those changes at the first available opportunity.
- 3.6. SBD may at any time without notifying the patient make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services apply to all SBD's, sales and no variation of these Conditions or representation shall have any effect unless agreed in writing by an authorised official of SBD
- 3.7. SBD shall be entitled to assign its rights under the Contract and sub contract any or all of its obligations under the Contract to any third party.

## 4. Price

- 4.1. The price for the Goods and Services shall be as listed in SBD's price list as at the date of delivery in the case of the Goods or on the date of performance in the case of the Services.
- 4.2. In addition to the price applicable, the Patient must pay all value added tax (if applicable), any other taxes, levies or duties, carriage, insurance costs, loading and unloading costs.
- 4.3. The Patient will have to pay an additional charge (which SBD will tell the Patient about) if the Patient requires SBD to deliver the Goods or to provide the Services outside normal working hours.
- 4.4. TSC may revise its price lists from time to time without telling the Patient but SBD will not increase the price for the Contract between the date of the Patient's order and when it delivers the Goods and/or provides the Services if there is an increase in the cost of raw materials, labour and/or other production costs, changes in the types or rates of tax contributions or levies.
- 4.5. SBD will be entitled to invoice the Patient at any time following delivery of the Goods and/or provision of the Services to the Patient.
- 4.6. The Patient shall notify SBD in writing of any changes in its name, address or other circumstances that may affect the payment of accounts at least 14 days in advance of the date of effect.

## 5. Payment and Cancellation

Payments but, without limitation, any deposit or payment made initially for the product/service. This shall be in the currency stated on the invoice without any deduction, set-off or withholding whatsoever and all payments are non refundable.

A considerable amount of time is spent during the consultation, check-up, treatment-planning, note-keeping, referrals, letter-writing, sterilisation of surgery etc. Also in many cases materials and considerable amount of lab work is carried out.

- 5.2. No payment shall be deemed to have been received until SBD has received cleared funds.
- 5.3. SBD reserves the right to claim interest on late payment at the rate of 3% per month.
- 5.4. The Patient will pay, on demand and on a full indemnity basis, all costs and expenses (and VAT) which SBD may from time to time incur by reason of the Patient's failure to perform its obligations under the Contract.
- 5.5. Except as otherwise expressly provided in these Conditions, cancellation of an order by the Patient, in whole or in part cannot be accepted without SBD's consent in writing which shall only be given if a full indemnity is given by the Patient to SBD. All cancellations of any order must be made in writing and cannot be accepted verbally.

## 6. Passing of Risk and Property

- 6.1. Risk of loss, damage or deterioration in the Goods shall pass to the Patient after 8 weeks use
- 6.2. Ownership of the Goods shall not pass to the Patient until SBD has received full payment of all sums due to SBD on any account.

## 7. Complaints

- 7.1. Should the patient have any complaints with the work performed, please contact SBD on (0161) 7962404 or write to SBD at: Smiles Better Dental LTD, 243 Bury New Road Whitefield Manchester M45 8QP. Failure to bring the complaint to the attention of SBD at the earliest opportunity will be considered proof that the services were satisfactorily provided. If your problem can not be satisfactorily resolved over the telephone, you may need to see a dentist. If it is determined that your work falls under guarantee, it will be treated according to the conditions outlined. Should your complaint not be satisfactorily resolved by SBD then you may wish to make use of the GDC website
- 7.2. SBD gives an 8 week warranty to the Patient in relation to the Goods. All warranties, conditions or other terms implied by statute or common law (save for the condition implied by Section 12 of the Sale of Goods Act 1979) are excluded after the 8 week period to the fullest extent permitted by law. The products are protected by a one year guarantee against manufacturers fault, all claims against manufacturers fault are product, claims over this period will only receive a refund of up to 25% of the product price, but due to the nature of the product this is reviewed on an individual basis.

## 8. Confidentiality

- 8.1. SBD shall not at any time make use of or divulge or permit any person to make use of or divulge and Confidential Information otherwise than in the proper performance of the Services or as required by Law.
- 8.2. SBD will always respect your privacy and any personal information you provide. The information that SBD collects from you is only that required by SBD to provide you with the information, products or services requested. SBD does not trade, rent or sell client details to third parties. Should SBD's intentions change it will be done only with your authorisation. SBD will always comply with any data protection legislation currently in force.
- 8.3. Except where expressly permitted by English Law, SBD will only deal with the personal details provided by the patient in respect of the provision of the Services, unless the patient agrees otherwise. This will include sending the patient information about SBD's services generally and to inform the patient about promotions, offers or information provided by SBD or any associated companies which may be of interest to the patient and SBD may share your personal details with those companies for this purpose.
- 8.4. Other than as set out above, SBD will not disclose any of your personal details without your permission unless SBD is required by law to do so (for example, if required to do so by a court order or for the purposes of prevention of fraud or other crime).
- 8.5. The patient is always in control of their personal details. The patient can tell SBD in writing not to transfer their personal details as set out above by writing to SBD at the above address.

## 9. Liability

- 9.1. The maximum aggregate liability of SBD, its employees and agents for breach of contract, misrepresentation, misstatement or other tortious act or omission including negligence arising under or in connection with the Contract shall far as permitted by law be limited to the price paid to SBD under the Contract. Nothing in these conditions shall exclude SBD's liability for death or personal injury resulting from negligence or fraudulent misrepresentation.
- 9.2. SBD shall not be liable for any loss of profit or for any indirect or consequential loss or depletion of goodwill or loss of business nor costs, expenses or other claims for consequential compensation whatsoever that arises out of or in connection with the Contract

## 10. Severability

- 10.1. If any competent authority holds any provision of these conditions to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected by it.

## 11. Choice of Law and Jurisdiction

- 11.1. Any Contract shall be governed and construed in accordance with English law. SBD and the Patient each submit to the exclusive jurisdiction of the English Courts