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 SB.
1.2. SB: Smiles Better Dental LTD.
1.3. Patient: Any person(s), firm or company that purchases Goods and/or Services from SB.
1.4. Contract: Any agreement between SB 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 SB to the Patient.
1.6. Services: The Services agreed in the Contract to be supplied by SB 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 SB’s sales and no variation of these Conditions or representation shall have any effect unless agreed in writing by an authorised person.
2.3. SB 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 SB will charge in full for the consultation. In certain cases SB may need to move the appointment, if this occurs SB 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 patient will 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 SB 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. SB 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, SB may need to make changes to the patients appointment time and/or the place of treatment and/or the treating specialist. In this event SB will contact the patient to advise them of these changes at the first available opportunity.
3.6. SB 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. SB will not notify the patient of any change to the Services.
3.7. SB 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 on SB’s price list as at the date of delivery in the case of the Goods or as 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 SB will tell the Patient about) if the Patient requires SB to deliver the Goods to or for the Patient outside normal working hours, or on a Sunday.
4.4. TSC may revise its price lists from time to time without telling the Patient but SB 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. SB 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 SB 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 products/services. 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 SB has received cleared funds.
5.3. SB 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 or in full indemnity basis, all costs and expenses (and VAT) which SB 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 SB’s consent in writing which shall only be given if a full indemnity is given by the Patient to SB. 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 SB has received full payment of all sums due to SB or any account.

7. Complaints
7.1. Should the patient have any complaints with the work performed, please contact SB on (0161) 7903400 or write to SB at: Smiles Better Dental LTD, 243 Bury New Road, Whitefield Manchester M45 8AP. Failure to draw the complaint to the attention of SB 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 repaired according to the conditions outlined.
7.2. Should your complaint not be satisfactorily resolved by SB then you may wish to make use of the GDC website.
7.3. SB 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. SB 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. SB will always respect your privacy and any personal information you provide. The information that SB collects from you is only that required by SB to provide you with the information, products or services requested. SB does not trade, rent or sell client details to third parties. Should SB’s intentions change it will be done only with your authorisation. SB will always comply with any data protection legislation currently in force.
8.3. Except where expressly permitted by English Law, SB 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 SB’s services which may include offers or information provided by SB or any associated companies which may be of interest to the patient and SB may share your personal details with those companies for this purpose.
8.4. Other than as set out above, SB will not disclose any of your personal details without your permission unless SB is required by law to do so (for example, if required to do so by a court order or for the purposes of provision of fraud or other crime).
8.5. The patient is always in control of their personal details. The patient can tell SB in writing not to transfer their personal details as set out above by writing to SB at the above address.

9. Liability
9.1. The maximum aggregate liability of SB, its employees and agents for breach of contract, misrepresentation, misstatement or other tortuous act or omission including negligence arising under or in connection with the Contract shall be as permitted by law, limited to the price paid for the Goods under the Contract. Nothing in these conditions shall exclude SB’s liability for death or personal injury resulting from negligence or fraudulent misrepresentation.
9.2. SB 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. Severity
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 and the Patient shall each submit to the exclusive jurisdiction of the English Courts.