



Smiles Better - Terms and Conditions of Trade

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1. Interpretation

1.1 In these Terms and Conditions the following words have the following meanings:

1.1.1 **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.

1.1.2 **Consultation:** Any appointment scheduled by the Patient with SB.

1.1.3 **Confidential Information:** Any information shared with only a few people for a designated purpose.

1.1.4 **Contract:** Any agreement between SB and the Patient for the sale and purchase of Goods and/ or the supply of Services incorporating these Conditions.

1.1.5 **Goods:** The goods, including but not restricted to dentures, agreed in the Contract to be supplied by SB to the Patient.

1.1.6 **Patient:** Any person(s), firm, or company that purchases Goods and/or Services from SB.

1.1.7 **Services:** The services agreed in the Contract to be supplied by SB to the Patient.

1.1.8 **SB: Smiles Better Dental Ltd**, a company registered in England & Wales with company number **12094628** and registered office at **243 Bury New Road, Whitefield, Manchester, M45 8QP**.

2. General

2.1 Unless there is a variation under condition 2.2, all Contracts will adhere to these Conditions to the exclusion of all other terms.

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 a Director of SB.

3. Consultations and Treatment

3.1 If for any reason the Patient does not present themselves on time and in a state that SB, in its sole discretion, decides a Consultation can be performed, the Consultation will be cancelled and SB will charge in full for the Consultation.

3.2 At the time of signing any Contract for treatment with SB, the Patient agrees that they have

received adequate information regarding their treatment; this includes treatment options, associated costs, treatment risks, and prognosis.

3.3 In some cases, it may be necessary for SB, in its sole discretion, to modify treatment which may have associated cost implications. Should this occur, treatment will only continue with the express consent of the Patient. If this consent is withheld, the Patient will remain liable for the payment of Goods and Services provided up to that point, including laboratory work, as determined by SB.

3.4 SB has the absolute right to discontinue treatment at any time without any obligation for compensation if the Patient is not medically or mentally fit for the agreed treatment or if payment obligations are not met.

3.5 In some cases, SB may need to make changes to the Patient's Consultation time and/or the place of treatment and/or the treating clinician. In this event, SB will contact the Patient to advise them of those changes.

3.6 SB may at any time, without notifying the Patient, make any changes to the Goods and Services provided if required to do so to comply with any applicable safety and/or other statutory requirements, or which do not materially affect the nature and quality of the Goods and Services provided. In this case, no variation of these Conditions or representation shall have any effect unless agreed in writing by a Director of SB.

3.7 SB shall be entitled to assign its rights under the Contract and subcontract any or all of its obligations under the Contract to any third party at its sole discretion without notifying the Patient.

4. Price

4.1 The price for the Goods and Services shall be as listed in SB's price list and agreed with the Patient before the commencement of any treatment governed by the Contract.

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 be liable for additional charges if the Patient requires SB to deliver the Goods or to provide the Services outside normal working hours. SB will inform the Patient ahead of time if such charges will apply.

4.4 SB may revise the prices of Goods and Services from time to time without notifying the Patient. 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, rates of tax contributions or levies.

4.5 SB will be entitled to invoice the Patient at any time prior to or after the 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 to their 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

5.1 Payments, without limitation, shall be in the currency stated on the invoice without any deduction, offset, or withholding whatsoever.

5.2 No payment shall be deemed to have been received until SB has received cleared funds.

5.3 As all Goods are personalised and custom-made, once a Contract has been agreed the Patient is liable for the full amount invoiced and all payments are non-refundable. For the absence of doubt, a considerable amount of time and cost is spent during treatment, including but not limited to Consultations, treatment planning, note-keeping, referrals, letter-writing, laboratory work, materials and the sterilisation of the surgery.

5.4 SB reserves the right to claim interest on late payment at the rate of 3.0% per month compounded monthly.

5.5 The Patient will pay, on demand and on a full indemnity basis, all costs and expenses (and VAT where applicable) which SB may from time to time incur by reason of the Patient's failure to perform their obligations under the Contract.

5.6 Except as otherwise expressly provided in these Conditions, cancellation of a Contract for Goods and/or Services by the Patient, in whole or in part, cannot be accepted without SB's prior consent in writing. Such consent being given in SB's sole discretion. Where such consent is given a full indemnity will be required to be given by the Patient to SB. All cancellations of any Contract must be made in writing by the Patient and cannot be accepted verbally.

5.7 Failure of the Patient to complete their treatment, for whatever reason, will not automatically result in the cancellation of a Contract or relieve the Patient of their obligations to make payment.

6. Passing of Risk and Property

6.1 Risk of loss, damage or deterioration in the Goods shall pass to the Patient upon receipt of the Goods.

6.2 Ownership of the Goods shall not pass to the Patient until SB has received full payment of all sums due to SB.

7. Complaints

7.1 Any complaints the Patient may have with the Goods provided and/or the Services performed by SB will only be accepted in writing. Write to The Complaints Officer at **Smiles Better Dental Ltd, 243 Bury New Road, Whitefield, Manchester, M45 8QP** or email info@smilesbetterdental.com.

7.2 The Patient agrees to follow the complaints procedure which can be provided by SB on request and is available on the SB's website.

7.3 Failure by the Patient to bring any complaint to the attention of SB at the earliest opportunity will be considered evidence that the Goods and/or Services were satisfactorily provided.

7.4 If the Patient's problem cannot be satisfactorily resolved, the Patient may need to see another Clinical Dental Technician (CDT) at our practice, a partner dentist, or be referred to a specialist elsewhere.

7.5 If it is determined that the Patient's work falls under warranty, it will be treated according to the Conditions outlined.

7.6 Should the Patient's complaint not be satisfactorily resolved by SB then the Patient may write to the GDC via their website.

8. Warranty

8.1 SB provides a one-year warranty to the Patient in relation to the Goods from the date the Patient receives the Goods. This warranty covers all adjustments and repairs where damage is a result of faulty material or workmanship.

8.2 In addition, SB provides an extended warranty for up to an additional four years to the Patient in relation to the Goods, the length of time of which will depend on the Goods purchased.

8.3 During the extended warranty period, SB will repair any damage to the Goods free of charge if such damage is a result of faulty material or workmanship providing that the Patient has attended annual follow-up aftercare appointments.

8.4 SB will inform the Patient if the extended warranty applies, and for what period of time, before the Contract is agreed.

8.5 Theft, loss of or damage to Goods which has not resulted from faulty material or workmanship is not covered under the SB warranty policy.

9. Confidentiality

9.1 SB handles all personal information in accordance with the Data Protection Act and GDPR