

Our Terms and Conditions (“the Terms”)

We are always pleased to assist our clients whenever we can. This document gives details of our terms and conditions of service, which you should read before beginning treatment with us. If you have any queries about our services, or need clarification, please contact us and a member of staff will be happy to help you.

Please be aware that no professional advice can be given without a clinical consultation with a qualified dentist.

The clinic does not have a contract with an NHS Primary Care Trust and all treatments are provided on a private basis only.

1. These Terms

1.1 **What these Terms cover.** These are the terms and conditions on which we supply services to you.

1.2 **Why you should read them.** Please read these Terms carefully before you agree to proceed with our services. These Terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. Information about us and how to contact us

2.1 **Who we are.** We are The Dental Experts, a trading name of DE Facility Management Ltd, a company registered in England and Wales. Our company registration number is 13223601 and our registered office is at 60 Harley Street, London, W1G 7HA.

2.2 **How to contact us.** You can contact us by telephone on 0204 532 3302 or by writing to us at info@thedentalexperts.co.uk AND 60 Harley Street, London, W1G 7HA.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these Terms, this includes emails.

3. **The Services we supply (“the Services”).** We are a cosmetic dental surgery, carrying out Composite Bonding and the placement of Lumineers, Ceramic and Composite Veneers, Ceramic Crowns and Implant Crowns and all dental work incidental to their placement. If you are in any doubt as to the Services we provide and whether they are right for you, you must ask us before commencing treatment.

3.1 If you require dental work that we do not offer, we strongly recommend you have a consultation with your own dentist before beginning treatment with us. We will not be

liable for your failure to do so, whether impacted by the treatment you have with us or not.

- 3.2 As part of the Services, you will first speak to a treatment coordinator (“the Treatment Coordinator”) who will discuss with you your requirements and the most suitable options. They will request you to take pictures of your teeth so as to be able to remotely assess your suitability for the treatment you are looking to have. The Treatment Coordinator will send you a link for you to provide your medical history and details of any medication you take.
- 3.3 Given the Treatment Coordinator is not assessing your suitability for treatment in person, there may be some circumstances in which the treatment you would like cannot be proceeded with because, for example, there are underlying conditions that cannot be identified through the photographs supplied. This is why you must attend a consultation with one of our dentists before proceeding.
- 3.4 All details discussed, as well as medical information you provide will then be passed to our dentists, ready for them to discuss your potential treatment with you.
- 3.5 Before beginning treatment, you must attend for a consultation with one of our dentists. They will confirm the plan and check for any contra-indications that may preclude you from treatment. This will include the consideration of any underlying periodontal (gum) conditions or any other oral disease. The dentist will confirm with you what treatment you are looking to have and will confirm the medical details you have provided. It is vital you provide us with these details accurately as we cannot proceed without them. We will then explain the treatment, its risks and benefits and any necessary aftercare thoroughly.
- 3.6 You must be aware that not all treatments are suitable for all clients and we will not proceed with a particular treatment if we do not believe it appropriate to do so.
- 3.7 We may need to take images and / or x-rays of you and your teeth in order to provide treatment.
- 3.8 A treatment plan (“Treatment Plan”) will be agreed with you and we will provide you with printed details of it.
- 3.9 If the Treatment Plan changes due to radiographic or clinical findings, we will inform you and discuss this with you before starting treatment.

4. Our contract with you

- 4.1 **How we will accept you as a client.** All clients are required to complete, sign and return to us a written consent form before their Treatment Plan can begin (“the Consent

Form”). This Consent Form is available for you to sign through our patient portal, details of which will be provided to you by the Treatment Coordinator. You will be provided with your own personal login details. You will also have access to a copy of the risks and benefits relevant to the treatment you have selected, as well as recommended aftercare, as discussed at clause 3.5. At this point a contract will come into existence between you and us.

4.2 **If you are under the age of 18.** If you are under the age of 18 at the time of booking both you and your parent / guardian will need to complete the consent form. In this situation, unless you specifically request us not to do so, you consent for us to be able to discuss your proposed treatment with your parent guardian.

4.3 **If we cannot accept you as a client.** If we are unable to accept you as a client, we will inform you of this and either will not charge you for the Services or issue a full refund. This might be (although not limited to) because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Services, or following consultation, we are unable to recommend you proceed with the Treatment Plan.

5. **Your rights to make changes**

5.1 If you wish to make a change to the Services we agreed to perform for you please contact us immediately. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price, timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with it.

5.2 If it is not possible to make the changes you have requested, or you have changed your mind and have paid for the Services, providing you give us at least 72 hours' notice, we will issue a refund. If you do not provide this notice, no refund will be given.

6. **Our rights to make changes**

6.1 **Minor changes to the Services.** We may change the Services:

- (a) to reflect changes in relevant laws and regulatory requirements; or
- (b) to implement minor technical adjustments and improvements to the way our clients are treated.

6.2 **More significant changes to the Services and these Terms.** We may make amendments to either these Terms or the Services at any time. If we do so we will notify you as soon as possible.

7. Providing the Services

- 7.1 **When we will provide the Services.** We will supply the Services to you from the date you sign and return to us the required Consent Form in conjunction with you having made the necessary payments (Clause 13), until we have completed the Services, unless you or we end the Services under Clauses 10 and 11 respectively. Given the number of variables in the Services we provide, including client compliance, it is difficult to predict with certainty how long your treatment will last. Any estimated completion date for the Services is an approximation only.
- 7.2 **We are not responsible for delays outside our control.** If our performance of the Services is affected by an event outside our control, for example if the dentist you were due to see is ill and unable to work, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. We will not be liable for these delays.
- 7.3 If there is a substantial delay (of three months or more), you may contact us to end the contract and receive a refund for any Services you have paid for but not received.
- 7.4 **What will happen if you do not provide required information to us.** Prior to proceeding with any treatment, we will ask you to provide us with a full medical history and details of any medication you take. Should these change in any way, you must inform us. If you do not provide us with this information, either within a reasonable time of us asking or as soon as you become aware of it, or you have provided us with incomplete or incorrect information, we may either end the contract (see clause 11) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the Services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.5 We will not be liable for any injury caused to you as a result of your failure to provide these details.
- 7.6 **Reasons we may suspend the Services.** We may have to suspend the Services to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the Services to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the Services as requested by you or notified by us to you (see clause 5).
- 7.7 **Your rights if we suspend the Services.** We will contact you in advance to tell you we will be suspending the Services, unless the problem is urgent or an emergency. If we

have to suspend the Services for longer than three months over the course of your treatment, you may contact us to end the contract and we will refund any sums you have paid in advance for Services not provided to you.

8. Late cancellation or missed appointments

8.1 We require at least 72 hours' notice if you wish to move or cancel your appointment.

8.2 If you fail to provide the required notice as per clause 8.1 and wish to re-book your appointment, you will need to pay for the treatment again in full.

8.3 If you miss your appointment and do not re-book, no refund will be given.

9. What happens if you are late for your appointment. We understand some patients travel long distances to get to the clinic, and in some cases being late for appointments is unavoidable. If you are going to be more than 10 minutes late, please contact us and let us know. Please be aware that whilst we will do the best we can to fit you in if you are late, you may be asked to reschedule your appointment.

9.1 You must be aware that, whilst we will do our utmost to reschedule your appointment for you as soon as possible, availability depends on how busy the clinic is. Given we often have a waiting list, it may be weeks or months before we are able to do so.

10. Your rights to end the contract

10.1 **You can always end your treatment before it has been completed.** You may contact us at any time to end the contract for the Services but, unless one of the reasons at clause 10.2 applies, no refund will be issued.

10.2 **What happens if you have good reason for ending the contract.** If you are ending the contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any Services which have not been provided or have not been properly provided. The relevant reasons are:

- (a) we have told you about an error in the price or description of the Services you have requested and you do not wish to proceed;
- (b) there is a risk the Services may be significantly delayed because of events outside our control;
- (c) we suspend the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than three months; or
- (d) you have a legal right to end the contract because of something we have done wrong.

10.3 **What happens if you end the contract without a good reason.** If you are not ending the contract for one of the reasons set out in clause 10.2, the contract will end immediately and you will not be refunded.

11. **Our rights to end the contract**

11.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services, for example, your full medical history;
- (c) there is an irreparable breakdown in the relationship between you and us as a result, although non-exhaustive, of the following situations:
 - i) you are rude and / or abuse any member of our staff, whether administrative or clinical;
 - ii) you publicly express discontent or lack of faith in our services, whether on social media or any other public forum.

11.2 **No refund.** If we end the contract in the situations set out in clause 11.1 you will not be entitled to a refund.

11.3 For the avoidance of doubt, once treatment has begun, whether completed or not, and you decide you want it removed, we will do so. However you will not be entitled to a refund.

11.4 **We may stop providing the Services.** We may write to you to let you know that we are going to stop providing the Services. We will let you know at least 48 hours' notice in advance of our stopping the Services and will refund any sums you have paid in advance for Services which will not be provided.

12. **If there is a problem with the Services**

12.1 **How to tell us about problems.** We always take complaints about any aspects of our Services very seriously and strive to ensure every client has only the very best experience at all times. Nothing in these Terms affects your legal rights.

12.2 If you have any questions or complaints about the Services, please contact us. You can contact us by telephoning us on 0204 532 3302 or by writing to us at info@thedentalexperts.co.uk AND 22 Harley Street, London, W1G 9PL. Alternatively, please speak to us whilst you are at the clinic.

- 12.3 Following receipt, every complaint will receive written acknowledgment within 48 hours. We will then strive to resolve your complaint as swiftly as possible and, in any event, within a reasonable period of time (usually within 14 days of acknowledgment). For our full complaints procedure and policy please ask a member of our reception team.
- 12.4 **If you are unsatisfied.** If you are unsatisfied with our internal handling of your complaint, you are free to forward your complaint to the Dental Complaints Service (www.dentalcomplaints.org.uk). If still unsatisfied, you may wish to forward your complaint to the General Dental Council.
- 12.5 **Our guarantee.** We offer the following goodwill guarantee which is in addition to your legal rights and does not affect them.
- 12.6 All Lumineers, Ceramic and Veneers, Crowns and Implant Crowns are guaranteed for a period of five years following placement. This is on the condition that the following have been met:
- (a) You have fully paid for the treatment and do not owe the practice any money for the treatment received;
 - (b) The Veneers, Lumineers, Crowns & Implant crowns have not been damaged as a result of an accident, trauma or excessive grinding;
 - (c) You have followed all post treatment maintenance recommendations made by our dentists; and
 - (d) You have attended a routine dental examination every 6 months with your regular dentist.
- 12.7 Some treatments, such as Composite Bonding, have a guarantee of one year or less. If this applies to your treatment, you will be informed by us either verbally or in writing, or both, prior to the treatment being carried out.
- 12.8 If the stipulations at clause 12.6 are met, in the unlikely event there is any defect with the Services:
- (a) if remedying the defect is impossible or cannot be done within a reasonable time, we will refund the price you have paid for the Services proportionate to the defect arising. For example, if you have a number of veneers placed and one breaks, we will refund you for the one veneer.
 - (b) in all other circumstances we will use every effort to repair or fix the defect free of charge, as soon as we reasonably can.

13. Price and payment

- 13.1 **Where to find the price for the Services.** The price of the Services will be the price set out at the time you agree to proceed with the Treatment Plan. We take all reasonable care to ensure the prices of Services advised to you are correct. However please see clause 13.3 for what happens if we discover an error in the price of the Services you order.
- 13.2 All the fees applicable to the Services are based on: the materials used, laboratory costs incurred (if applicable), and the clinical time spent. The fees are, however, demonstrated as treatments prescribed on the Treatment Plan, for your information.
- 13.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before proceeding with your treatment so that, where the Service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Service's correct price at your order date is higher than the price stated, we will contact you so that additional payment may be obtained. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the Services.
- 13.4 **When you must pay and how you must pay.** You must make payment in full in order for the appointment to proceed. We require 50% of the total amount to be paid at the time of booking to secure your appointment. The remaining 50% is then to be paid at least three days before the appointment is to proceed. We accept payment with all major credit and debit cards (other than American Express) and by bank transfer. We do not accept cheques.
- 13.5 You may decide to pay for your treatment on finance ("Finance") through a third-party finance company ("a Finance Company"). If you decide to pay for your Treatment Plan in this way, the Finance Company must have received your signed application and granted your application, with a copy provided to us, before your Treatment Plan can begin.
- 13.6 We are not a Finance Company. If you decide to pay for your treatment with Finance, you will be subject to separate terms and conditions, in addition to these Terms. You should be aware that obtaining Finance in this way is done at your own financial risk. We do not take any responsibility for your decision to do so.
- 13.7 We do not allow clients to pay for treatment with Finance on any treatments under £400, or for emergency dental treatment. An example of emergency dental treatment would be if you are in pain and need urgent treatment or need a broken tooth repaired.

14. Our responsibility for loss or damage suffered by you

- 14.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is foreseeable as a result of our breaking this contract or our failing to use reasonable care and skill. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
- 14.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services.
- 14.3 **We are not liable for business losses.** We only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15. How we may use your personal information

- 15.1 **How we will use your personal information.** We will use the personal information you provide to us to contact you either by telephone, email and / or letter to:
- (a) provide the Services, including keeping you up to date on your treatment and your appointments;
 - (b) process your payment for such Services;
 - (c) inform you about important changes to the clinic and special offers we think might interest you. If you would like to stop receiving these communications at any time, please tell us.
- 15.2 **We will only give your personal information to third parties where the law either requires or allows us to do so.**
- 15.3 **We may use images and x-rays of your smile and teeth.** We may, for marketing and educational purposes, use images and x-rays of your teeth. Your identity will never be disclosed, unless you have provided specific authority for us to do so. If you DO NOT wish for us to use your images and x-rays in this way, please let us know.

16. Other important terms

- 16.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these Terms to another organisation, for example to carry on your

Treatment Plan. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms.

- 16.2 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms, other than applicable under clause 16.1.
- 16.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.
- 16.5 **Which laws apply to this contract and where you may bring legal proceedings.** These Terms are governed by English law. In agreeing to these Terms, you agree that the Courts of England and Wales shall have exclusive jurisdiction.