

The Denture Practice - Terms and Condition of Trade

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 TDP.

1.1.2 Consultation: Any appointment scheduled by the Patient with TDP.

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

1.1.4 Contract: Any agreement between TDP 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 TDP to the Patient.

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

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

1.1.8 TDP: The Denture Practice Limited, a company registered in England & Wales with company number 15860583 and registered office at 14th Floor, 33 Cavendish Square, London W1G 0PW and trading address 6 St Georges Parade, Wolverhampton, WV2 1BA.

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 TDP's sales and no variation of these Conditions or representation shall have any effect unless agreed in writing by a Director of TDP.

3. Consultations and Treatment

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

3.2 At the time of signing any Contract for treatment with the TDP, 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 TDP, 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 TDP.

3.4 TDP 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 TDP may need to make changes to the Patient's Consultation time and/or the place of treatment and/or the treating specialist. In this event TDP will contact the Patient to advise them of those changes.

3.6 TDP 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 TDP.

3.7 TDP 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 TDP'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 TDP to deliver the Goods or to provide the Services outside normal working hours. TDP will inform the Patient ahead of time if such charges will apply.

4.4 TDP may revise the prices of Goods and Services from time to time without notifying the Patient. TDP 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 TDP 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 TDP 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 TDP 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 TDP 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 TDP 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 TDP's prior consent in writing. Such consent being given in TDP's sole discretion. Where such consent is given a full indemnity will be required to be given by the Patient to TDP. 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 TDP has received full payment of all sums due to TDP.

7. Complaints

7.1 Any complaints the Patient may have with the Goods provided and/or the Services performed by TDP will only be accepted in writing. Write to The Complaints Officer at The Denture Practice Limited, 6 St. Georges Parade, Wolverhampton WV2 1BA or email info@thedenturepractice.com.

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

7.3 Failure by the Patient to bring any complaint to the attention of TDP 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 a dentist.

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 TDP then the Patient may write to the GDC via their website.

7.7 Any complaint relating to regulated activity (Finance) will be forwarded and managed by the principle firm Citrus Compliance.

8. Warranty

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

8.2 In addition, TDP 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, TDP 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 TDP 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 TDP warranty policy.

9. Confidentiality

9.1 TDP handles all personal information in accordance with the Data Protection Act and GDPR. TDP shall not at any time make use of or divulge or permit any person any Confidential Information other than for the proper provision of Goods and/or performance Services or as required by Law.

9.2 Except where expressly permitted by Law, TDP will only use Confidential Information provided by the Patient for the provision of Goods and Services, unless the Patient agrees otherwise. This will include sending the Patient information about TDP's services and to inform the Patient about promotions, offers and/or information provided by TDP or any associated companies which may be of interest to the Patient. TDP may share the Patient's personal details with those companies for this purpose.

9.3 Other than as set out above, TDP will not disclose any of the Patient's personal details without the Patient's express consent unless TDP is required to do so by law.

9.4 The Patient is always in control of their Personal Information. The patient can inform TDP in writing not to transfer their Personal Information as set out above by writing to TDP at its trading address.

9.5 The TDP privacy policy can be found on the TDP website or requested by writing to or calling TDP.

10. Liability

10.1 The maximum aggregate liability of TDP, 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 as far as permitted by law be limited to the amount paid to TDP under the Contract.

10.2 Nothing in these Conditions shall exclude TDP's liability for death or personal injury resulting from negligence or fraudulent misrepresentation.

10.3 TDP 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.

11. Severability

11.1 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.

12. Choice of Law and Jurisdiction

12.1 Any Contract shall be governed and construed in accordance with English law. TDP and the Patient each submit to the exclusive Jurisdiction of the English courts.