

TERMS OF SUPPLY

1 Interpretation

1.1

In these Conditions:

“Contract” means this agreement and the Treatment Plan;

“Document” includes, in addition to a document in writing, a map, plan, design, drawing, picture or other image, or any other record of any information in any form;

“Minimum Standard Fee” means the fee defined as such in the Treatment Plan

“Patient” means the person named on the Treatment Plan for whom the Supplier has agreed to provide the Treatment in accordance with these Terms;

“Patient Information” means any Documents or other materials, and any data or other information provided by the Patient relating to the Treatment;

“Supplier” means KindBlue Dental Care which is a trading name of Katunga Blue Limited, company no. 06571545, whose registered office is Julius House, 112 Fox Lane, London N13 4BA

“Supplier’s Charges” means the charges shown in the Treatment Plan or as notified to the Patient in writing from time to time.

“Treatment Plan” means the sheet to which these Terms are appended;

“Treatment” means the treatment to be provided by the Supplier for the Patient and set out in the Treatment Plan including all activity carried out by the Visiting Dental Team from time of arrival at the Patient’s premises to time of departure;

“Visiting Dental Team” means the team of a dentist with his/her dental nurse that is assembled by the Supplier to provide the Treatment.

1.2

The headings in these Terms are for convenience only and shall not affect their interpretation.

2 Supply of the Treatment

2.1

The Supplier shall provide the Treatment to the Patient subject to these Terms. Any changes or additions to the Treatment or these Terms must be agreed in writing by the Supplier and the Patient.

2.2

The Patient shall provide the Supplier with all necessary data or other information relating to the Treatment within sufficient time to enable the Supplier to provide the Treatment in accordance with the Contract. The Patient shall ensure the accuracy of all Patient Information.

2.3

The Treatment shall be provided in accordance with the Treatment Plan and otherwise in accordance with the Supplier’s current brochure or other published literature relating to the Treatment from time to time, subject to these Terms.

2.4

The Supplier may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Treatment without any liability to the Patient.

2.5

The Supplier may at any time without notifying the Patient make any changes to the Treatment 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 Treatment although the Visiting Dental Team will endeavour to discuss any such changes with the Patient in advance.

3 Charges

3.1

Subject to any special terms agreed, the Patient shall pay the Supplier’s Charges and any additional sums which are agreed between the Supplier and the Patient for the provision of the Treatment or which, in the Supplier’s sole discretion, are required as a result of the Patient’s instructions or lack of instructions, the inaccuracy of any Patient Information or any other cause attributable to the Patient. The Patient agrees that any payment will be made by credit or debit card.

3.2

All charges quoted to the Patient for the provision of the Treatment are exclusive of any Value Added Tax, for which the Patient shall be additionally liable at the applicable rate from time to time.

3.3

In the event that the Visiting Dental Team has in their reasonable professional opinion sound and good grounds to abort treatment on the basis of a medical emergency or exigency or that the Patient requests an immediate suspension or postponement of the treatment for whatever reason, the Patient will still be required to pay the Minimum Standard Fee for the aborted scheduled sessions.

3.4

Most items of treatment will not require more than 60 minutes to complete, however if the scheduled treatment lasts longer than 60 minutes due to reasons of complexity of provision of treatment for reasons not due to lack of proficiency of the Visiting Dental Team or for any other reason beyond the Supplier’s control, the Supplier reserves the right to charge additional fees at the rate of £62.50 for every additional 15 minutes of treatment required. Should additional visits beyond those set out in the Treatment Plan be necessary due to reasons of complexity of treatment not due to lack of proficiency of the Visiting Dental Team or for any other reason beyond the control of the Supplier, the Supplier reserves the right to charge the Minimum Standard Fee for each such additional visit.

3.5

In the event that the Visiting Dental Team advises that the Patient's preferred choice of treatment solution is deemed as being inappropriate given their clinical assessment of the Patient's situation, they will suggest any available alternative treatment options and discuss a new Treatment Plan. If the Patient declines the Visiting Dental Team's alternate options, the Patient shall remain liable for the Supplier's Charges for Treatment already carried out.

3.6

In the event that the Visiting Dental Team are unable to gain entry into the Patient's residence for reasons such as there being no response to their attempts to notify the Patient of having arrived after 5 minutes and also after there being no response to a telephone call to a number provided by the Patient, the Visiting Dental Team will abort the visit and the Patient will be charged the Minimum Standard Fee for that aborted visit.

3.7

If the Patient cancels a confirmed reservation for a Visiting Dental Team to attend to provide the Treatment less than 24 hours before the scheduled reservation, the Patient will be liable to pay the Minimum Standard Fee for that cancelled session.

3.8

In the event that a Treatment Plan is uncompleted and/or cannot be completed due to reasons of illness, lack of finances, social inconvenience reasons or death of the Patient, such treatment will be construed as being concluded albeit incomplete. The Patient shall remain liable for the Supplier's Charges for Treatment already carried out. The Supplier reserves the right to recalculate the charges based on the number of sessions carried out multiplied by the Minimum Standard Fee plus the other fees (laboratory fees, x-ray fees, etc.) set out in the Treatment Plan.

3.9

Subject to any other arrangement that may have been agreed by the Supplier and the Patient in writing, the Patient must pay the Supplier's Charges in respect of each item of Treatment prior to the commencement of that item of the Treatment Plan.

3.10

If payment is not made in accordance with clause 3.9, the Supplier shall be entitled, without limiting any other rights it may have, to refuse any further treatment and to charge interest on the outstanding amount (both before and after any judgment) at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding amount is paid in full.

4 Confidentiality

4.1

Any Patient Information or other information provided by the Patient which is so designated by the Patient shall be kept confidential by the Supplier and any information provided by the Supplier which is so designated by the Supplier shall be kept confidential by the Patient; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

5 Warranties and Liability

5.1

The Supplier warrants to the Patient that the Treatment will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with and at the intervals and within the times referred to in the Treatment Plan. Where the Supplier supplies in connection with the provision of the Treatment any goods supplied by a third party, the Supplier does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Patient the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Supplier.

5.2

The Supplier shall have no liability to the Patient for any loss, damage, costs, expenses or other claims for compensation arising from any Patient Information or instructions supplied by the Patient which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Patient.

5.3

Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Terms, the Supplier shall not be liable to the Patient by reason of any misrepresentation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Treatment and the entire liability of the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier's charges for the provision of the Treatment, except as expressly provided in these Terms.

5.4

The Supplier shall not be liable to the Patient or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Treatment, if the delay or failure was due to any cause beyond the Supplier's reasonable control.

5.5

If the method or mode of performance contemplated or anticipated by the Supplier is affected as aforesaid the Supplier shall be under no obligation to perform by any other method or mode but may rely on the provisions of this Clause to exempt it from liability for non-performance or delay. If as a result or indirect result of any event beyond the Supplier's reasonable control performance is made more difficult or more expensive for the Supplier, the Supplier may either decline to perform or perform in part or delay performance and may rely on the provisions of this clause to exempt it for liability therefore. Alternatively, the Supplier may, at its option, notwithstanding such difficulty or expense, perform its obligations in accordance with the contract provided that the Patient agrees to compensate the Supplier in full for all incremental or additional costs, expenses and liabilities incurred by the Supplier as a result of such performance.

6 Termination

6.1

The Client shall be entitled to terminate the Contract at any time by giving written notice to the Supplier but shall remain liable to pay the Supplier's Charges for any Treatment already carried out. The Supplier reserves the right to recalculate the charges based on the number of sessions carried out multiplied by the Minimum Standard Fee plus the other fees (laboratory fees, x-ray fees, etc.) set out in the Treatment Plan.

6.2 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters administration, or a moratorium comes into force in respect of the other (within the meaning of the Insolvency Act 1986).

7 General

7.1 These Conditions (together with the terms, if any, set out in the Treatment Plan) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

7.2 A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

7.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

7.4 The Supplier cannot be held responsible for a lack of availability of a full range of treatment options as the provision of dental care on a domiciliary basis does preclude the utilization of some treatment options which do not lend themselves to ease of delivery on a domiciliary basis.

7.5

The Supplier cannot be held responsible for having advised persons who have a full range of mobility not to attend a conventional dental practice. Persons who have a full range of mobility that use the Supplier's services are advised that their attendance to a conventional dental practice premises would give them more treatment options over and above the range that can be delivered by the Supplier at their place of domicile.

7.6

If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

7.7

Any dispute arising under or in connection with these Terms or the provision of the Treatment shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Law Society of England & Wales.

7.8

English law shall apply to the Contract, and the parties agree to submit to the exclusive jurisdiction of the courts of England & Wales.

Signed by the Patient

Dated

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Print Name: