



TERMS AND CONDITIONS

We are always pleased to assist our patients whenever we can. This document gives details of our terms and conditions of service. If, however, you have any queries or need clarification, please contact us and a member of staff will be happy to help you.

THESE TERMS

These are the Terms and Conditions on which we supply services to you. Please read them carefully. They tell you who we are, how we will provide services to you, how we and you may change or end the contract, what to do if there is a problem and other important information.

If you think that there is a mistake in these Terms and Conditions, then please contact us to discuss.

In the event of an inconsistency between these Terms and Conditions and the content of any literature provided by us to you, then these Terms and Conditions shall prevail.

A large font version of this document is available at reception, should it be required.

OUR CONTRACT WITH YOU AND OUR OBLIGATIONS

A contract comes into existence between you and us when we confirm that we are able to provide you with a Relevant Treatment.

If we are unable to provide you with a Relevant Treatment we will inform you of this and the reasons why.

In providing a Relevant Treatment for a patient, ODL DENTAL shall:

Provide suitable facilities for the provision of the Procedure, Non-Surgical or Surgical Treatment by Specialists, Dentists, Hygienists, Therapists, Nurses or Orthodontic Therapists (as the case may be);

Provide the patient with such information that can be reasonably expected to be necessary for the patient to understand the nature of the relevant treatment being offered and the risks and conditions normally attendant on such Relevant Treatment.

If our performance of a Relevant Treatment is affected by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

PATIENT OBLIGATIONS

The patient shall be responsible for reading and understanding the treatment plan (s) or information literature provide prior to consenting to undergo any Relevant Treatment. We require certain information from you to be completed prior to treatment. If you do not provide us with this information within a reasonable time of us asking for it or you provide us with incomplete or incorrect information we reserve the right not to perform the Relevant Treatment.

TREATMENT ESTIMATES

Once your treatment plan has been agreed with the Dentist, we will provide printed details of your plan. If this plan changes due to radiographic or clinical findings, we will inform you and discuss this with you. Treatment plans are valid for net 90 days from the date the treatment was prescribed. If there are any points on your treatment plan that you wish to query, please do not hesitate to ask us.

CONSENTS FORMS

All treatments require completion of a consent form. We will explain the treatment, aftercare and any risk to you thoroughly and ask that you sign the consent form prior to any treatment being carried out. It is very important that you read the consent thoroughly and lets us know of any questions prior the start of the treatment.

DATA PROTECTION

We store all patient personal details on a computer system in accordance with the General Data Protection Regulations. All clinical notes, digital radiographs, digital photographs etc remain the property of ODL DENTAL CLINIC. Copies of notes, radiographs and photographs can be made available on request.

Please be aware that any information provided through any part of our website or on the phone or in person with anyone other than a dentist does not constitute professional advice. No professional advice can be given without a clinical consultation with a dentist.

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

TREATMENT ESTIMATES

To reduce the number of missed appointments and late cancellations, the we ask all patients to pay a deposit at the time an appointment is booked. If you attend your appointment on time or else give at least 48 hours' notice to cancel or change your appointment, the deposit will be refunded by deducting the amount you have paid up-front from the cost of your treatment. However, if you do not attend your appointment on time or give at least 48 hours' notice to cancel/change the appointment, the deposit will be kept by the Clinic to cover the costs of the dentist and nurses who have been allocated to you for your scheduled appointment. Missed appointments result in increased waiting times for all of our patients who wish to book appointments as well as increased costs for the surgery and higher treatment costs for patients.

FEES, PAYMENTS AND FINANCE

The patient shall pay a deposit of an amount stipulated by ODL from time to time prior to an appointment with a Relevant Practitioner being made. ODL's Refund Policy shall apply to such deposit.

The balance of the fee for the Relevant Treatment shall be paid in accordance with the payment schedule agreed with the patient before the first appointment is booked.

For patient's convenience we accept debit cards, and credit cards. We DO NOT accept cash or cheques.

Finance options are available on some treatments.

Direct bank transfers are possible and bank account details are available on request. ODL requires full name of the patient as reference.

All finance applications (forms) and e-signatures must be completed by the end of the current offer date stipulated in the correspondence to you; otherwise ODL cannot guarantee the cost of your treatment.

We reserve the right to charge interest if you pay late. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of RBS from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay ODL interest together with any overdue amount. ODL also reserves the right to make a charge for any debt passed to a debt collection agency.

All the fees applied for any form of Dental treatment at the clinic 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.

NO TOLERANCE/ ABUSE POLICY

All Patients attending ODL facilities will be treated with respect and dignity at all times. No member of staff has the right to be abusive to Patients or their visitors and any such incidents will be treated as a disciplinary matter. Equally, ODL does not condone any form of abuse of staff members by Patients (either in person or on the phone) or visitors and if such a situation should occur, ODL reserves the right to terminate any provision of care.

USE OF IMAGES AND X-RAYS

ODL may use images and x-rays for marketing and educational purposes online and offline including but not limited to the ODL website, social media accounts, promotional and educational literature. Your name will never be published, and identity will never be disclosed. However, if you DO NOT wish for us to use your images and x-rays in this way, please let us know.

GUARANTEE & REFUNDS

ODL wants patients to be entirely satisfied with their care and treatment. If any treatment fails within a calendar year, ODL will provide a repair or replacement, at no charge to the patient, if clinically suitable.

Where laboratory work is involved, for example the Patient is in the middle of having a denture, crown, or bridge made, or if moulds/scans have been sent for construction of any type of orthodontic appliance and the work has already been started or completed by the laboratory, the full fee may be kept to cover the cost of the laboratory invoice and any previous or pending appointments.

If the Patient is not happy with the work completed by the Relevant Practitioner, all measures will be taken to resolve the problem. Before issuing a refund, the Patient will be required to attend a review appointment so that the Relevant Practitioner is given the opportunity to put things right.

Refunds are processed at the end of the calendar month. Allow 28 days for a treatment cost refund, this is from the date of the refund request in writing to the practice.

Consultation booking deposits made by card will be refunded to the credit/debit card as soon as practically possible.

PERSONAL DETAILS

ODL predominantly corresponds via email and occasionally by telephone or text message. Should there be any changes to personal details, it is the Patient's responsibility to inform ODL. This will include, but is not limited to, the Patient's current telephone number, email address, postal address, home address, and medical history updates.

We will use personal details to provide the services and Relevant Treatment, process your payment and if you agreed to this to inform you about similar services we offer but you may stop receiving these communications at any time by contacting us. We may pass your personal information to credit reference agencies where we have extended finance to you and they may keep a record of any search that they do. We will only give your personal information to other third parties where the law either requires or allows us to do so.

SPECIAL OFFERS

From time to time ODL may run special offers or other forms of Patient incentive. ODL reserves the right to extend, amend and/or withdraw any offer at any time without notice.

All special offers are subject to availability.

All patients will require an examination to determine eligibility for any special offer being run.

COMPLAINTS POLICY

At ODL we take complaints very seriously because we want all our patients to be delighted with our service. If a patient makes a complaint, it is important to us that this is dealt with courteously and promptly so that the matter is resolved as quickly as possible. Our aim is to react to complaints in the way in which we would want our own complaint about a service to be handled, to learn from any mistakes we make and to respond to patients' concerns in a caring and sensitive way.

If you would like to make a complaint you can do this in writing or by speaking with the practice manager - in person, by phone, by email or by post.

Written complaints should be sent to: info@odldentalclinic.com or to ODL Dental Clinic, 370 Old Street, London, EC1V 9LT.

We aim to acknowledge any complaint within two working days, investigate and provide an explanation within 10 working days, however, in some cases more time may be required. At the end of the investigation you will be informed what conclusion has been reached and what (if any) action is needed.

Where a patient is not satisfied with the response to a complaint, they may refer the matter to: The Dental Complaints Service, The Lansdowne Building, 2 Lansdowne Road, Croydon, Greater London, CR9 2ER, telephone 08456 120540.

HYGIENE TREATMENT

You are required to have your first hygiene treatment session at ODL DENTAL before undergoing any cosmetic, orthodontic or restorative treatments.

We strongly recommend regular hygiene treatment sessions every 3 months during your orthodontic treatment.

If you choose to have restorative treatments, for example fillings, crowns, root canal treatment and/or hygiene treatment sessions at a different clinic and we deem the results unsatisfactory, we may request remedial work prior to commencing your treatment. This also applies if you choose to have restorative/hygiene treatment elsewhere during treatment. Please note that fees may apply for any remedial work required to ensure a predictable result.

ORTHODONTIC TREATMENT

Following your full clinical evaluation, you may need to undergo preparatory work before we can start your treatment, for example fillings, gum treatment and/or tooth extractions. In this instance, you will be provided with all the costs involved. You can also find a price guide on our website www.odldentalclinic.com

EMERGENCIES

We endeavour to see all orthodontic emergencies (that are causing pain and discomfort) as soon as reasonably possible. We cannot guarantee that you will see your lead clinician at emergency appointments.

RETAINERS

Removable plastic retainers are provided as standard following brace treatment. These will last for approximately one year (please note this is only a guide) before they may need to be replaced. Replacement fees will apply.

BONDED RETAINERS, WARRANTIES/AFTERCARE

Bonded retainers can only be fitted if you are clinically suitable. Otherwise a set of standard removable plastic retainers will be provided.

Six months of post-brace aftercare is a period of supervised retention and only applicable if you have opted to have bonded retainers at ODL following your treatment. Following this period, normal fees may apply for any replacement bonded retainers or repairs.

Extended warranties on bonded retainers can be provided and are at the discretion of your lead clinician.

UNSUITABILITY/ CHANGE OF CIRCUMSTANCES/ LACK OF COMPLIANCE TO PRACTICE POLICIES

In the unlikely event that you are not suitable for cosmetic, restorative or orthodontic treatment following your full clinical evaluation, we reserve the right to retain your fee to cover the cost of your appointment. You will have access to all clinical records, including photos, moulds, X-rays and clinical findings. Clinical records are valid for six months and if you choose to proceed with treatment after this time we may need to carry out a second full clinical evaluation.

You may also require a subsequent clinical evaluation if you undergo treatment at a different clinic in between your clinical evaluation and starting treatment. Consultation fees will apply.

We reserve the right to retain any fees for costs incurred and discharge you from our care if the following apply (please note this is not an exhaustive list):

1. You decide to stop your treatment for any reason.
2. You do not wear your appliances as instructed.
3. You do not keep schedule appointments.
4. You fail to attend for 12 weeks without prior arrangement.
5. You fail to comply with our Terms and Conditions.

INSURANCE FORM POLICY

Whilst ODL endeavour to offer a complimentary service to submit relevant forms for the Patient to claim back against their insurance policy, ODL DENTAL will not be held responsible for any delays or errors resulting from this. Even if the patient permits ODL to send forms on the Patient's behalf to the relevant company, the patient must check the details (both personal and for professional services rendered) are indeed correct.

RELATIONSHIP WITH RELEVANT PRACTITIONER

ODL accept no responsibility for matters which are within the professional of the Specialists, Dentists, Hygienists, Nurses or Orthodontic Therapists.

All Specialists, Dentists, Therapists and Orthodontic Therapists are independent contractors and are not employed by ODL. Nothing in these Terms and Conditions is intended to be construed as creating an employee-employer relationship between ODL and any Specialists, Dentists, Hygienists, Therapists and Orthodontic Therapists.

ODL shall satisfy itself that:

- The Relevant Practitioner is insured against claims for professional negligence on terms that ODL reasonably considers are normal given prevailing market conditions at the relevant time with either the Dental Defence Union, the Dental Protection Society or another appropriate Dental Defence or Insurance organisation and;
- The Relevant Practitioner holds the necessary qualifications and registration.
- Without prejudice to the generality of 8.3 above the Specialists, Dentists, Hygienists or Therapists are solely responsible for deciding whether or not the Patient is suitable for the relevant treatment.

LATE CANCELLATIONS OR MISSED APPOINTMENTS

If you need to cancel or change an appointment, please give us as much notice as possible. We require a minimum of 48 hours, otherwise you may incur cancellation fees.

Please be aware that if two consecutive appointments are cancelled without 2 working days 'notice, or failed to attend (without good reason), no further appointments shall be offered at the practice without the full cost of treatment being paid in advance. If a 3rd appointment is missed or cancelled at short notice, the cancellation fee will be the total cost of the treatment.

If the Patient is late by more than 50% of the scheduled appointment time the Relevant Practitioner may not be able to see the Patient and a fee may still be due.

Although extremely rare, appointments may need to be rescheduled by ODL at short notice, for example if emergency situations arise or equipment failures occur within the premises. ODL does not compensate for any late cancelation or consequential losses.

Text messages, email appointments reminders, and a telephone calls are a courtesy and cannot be relied upon. It is up to the Patient to note their appointment in their own diary and attend at the appropriate time.

OTHER IMPORTANT TERMS

ODL reserve the right to transfer their rights and obligations under these terms to another organisation. This contract is between you and ODL and no other person shall have any rights to enforce any of its terms. If a Court finds that any of these Terms and Conditions are illegal, then the rest will continue in full force and effect.

LEGAL JURISDICTION

The service provided by ODL and Relevant Practitioner shall be governed by the laws of England and Wales, whose courts shall have exclusive jurisdiction.