



## FabSmileVeneers.co.uk

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### What have we here?

- 1) Terms & Conditions (pages 2-14)
- 2) Consumer Notice regarding purchases of clip-on veneers and custom-made dental impression trays (pages 15-16)
- 3) Consumer Notice regarding purchases of cleaning products and additional impression kits for which a separate charge is made (pages 17-20)

### Who we are:

We are FabSmileVeneers.co.uk which is a trading name of OralTec Ltd a dental laboratory company which is registered in England under company number 11313164. Our postal address is Fab Smile Veneers, 85 Hamilton Street, Atherton, Manchester M46 0TG. Our registered office address is at 32-36 Chorley New Rd., Bolton BL1 4AP.

Please note that we are not dentists and we do not perform any act or services of dentistry. We are not qualified to give dental treatment or dental advice and if you require any such advice including whether any product we offer would be suitable for you, you should consult a qualified dentist.

### References to Us, We, You etc.

Where the context so admits, all references in our terms and conditions and other documentation to 'We', 'we', 'Us', 'us', 'Our', 'our' means OralTec Ltd; and all reference to 'You', 'you', 'Your', 'your' means the customer who has purchased our relevant products.

### Contacting us:

If you contact us about an existing order, please always quote your relevant order number, name and address. If you change your postal address, email address, delivery address or phone number before your order is completed, please ensure you update your details with us immediately.

### Our T&Cs:

We have two sets of terms and conditions. The terms in the left-hand column below (Column A) cover any purchases of (i) clip-on dental veneers and (ii) custom-made dental impression trays. The terms in the right-hand column (Column B) cover any purchases of i) dental related cleaning products and ii) impressions kits for which a separate charge is made.



**Column A- Terms and Conditions for purchase of i) clip-on dental veneers and for ii) the manufacture of custom-made dental impression trays for which a separate charge is made**

**1. What these terms cover:**

These terms (being the terms set out under this Column A) cover your purchase of all and any one or more of the following (i) clip-on dental veneers and (ii) a custom-made dental impression tray. If at the same time as you order clip-on veneers or a custom-made impression tray, you also place an order for dental related cleaning products and or one or more additional dental impression kits for which a separate payment is made (other than a kits supplied in respect of the intended manufacture of a custom-made tray), you acknowledge that your order for the cleaning products and or said dental impression kit, constitutes a separate contract subject to its own terms and conditions ie being the terms set out to the right hereof under Column B.

**2. Contact:**

We cannot be responsible for any loss due to any delay on your part in updating us with any of your contact details or delivery address.

**3. Formation of contract:**

Acceptance of your Order will normally take place shortly after you click either 'Make Payment' (World Pay), 'Agree and Pay' or 'Pay Now' (PayPal) or if paying using finance

**Column B- Terms and Conditions for purchase of i) dental related cleaning products and ii) any additional paid-for impression kits which do not include for the manufacture of a custom made dental impression tray**

**1. What these terms cover:**

These terms (being the terms set out under this Column B) cover our supply of (i) dental related cleaning products and (ii) any extra dental impression kits that you purchase from us for which a separate charge is made if the impression kit is not sent to you in connection with the intended supply of a custom-made impression tray.

If at the same time as you order cleaning products or an impression kit from us, you also place an order for veneers or a custom-made impression tray, you acknowledge that your order for the veneers and or custom-made tray, constitutes a separate contract subject to its own terms and conditions ie being the terms set out to the left hereof under Column A.

**2. Contact:**

We cannot be responsible for any loss due to any delay on your part in updating us with any of your contact details or delivery address.

**3. Formation of contract.**

Acceptance of your Order will normally take place shortly after you click either 'Make Payment' (World Pay), 'Agree and Pay' or 'Pay Now' (PayPal) or if paying using finance from DivideBuy,





from DivideBuy, when you click the equivalent “Buy Now” button on DivideBuy’s credit application portal. We reserve the right to cancel any order either before we have accepted it, or after we have accepted it prior to its fulfilment, in which case we shall unless clause 13 applies, promptly and fully refund all moneys you have paid to us in respect of the Order. You agree we may issue such refund by way of a credit to the card or account used to make payment. In respect of any accepted order which we cancel, if you have incurred any other out of pocket expenses as a result of placing your order we will also refund these upon production of relevant proof subject to an aggregate limit of £25 for such additional out of pocket expenses. The amount payable by us under this clause is the limit of our liability to you for us cancelling your Order. Reasons why we might choose cancel your order include product or raw materials being out of stock, unexpected operational, supply and production problems making it difficult for us to achieve acceptable delivery times, or errors in how we have described or priced products for sale.

#### **4. Own Use**

Our ‘clip-on veneers’ and ‘custom-made trays (including any impression kits sent in connection with the manufacture of our custom-made veneers or custom-made trays) are supplied strictly for your “own use” ie for use by the person making the order, all orders must be given to us by and in the name of the person for

when you click the equivalent “Buy Now” button on DivideBuy’s credit application portal. We reserve the right to cancel any order either before we have accepted it, or after we have accepted it prior to its fulfilment, in which case, we will promptly and fully refund all moneys you have paid to us in respect of the Order. You agree we may issue such refund by way of a credit to the card or account used to make payment. In respect of any accepted order which we cancel, if you have incurred any other out of pocket expenses as a result of placing your cancelled order we will also refund these upon production of relevant proof subject to an aggregate limit of £5 per Order for such additional out of pocket expenses. The amount payable by us under this clause is the limit of our liability to you for us cancelling your Order.

#### **4. Use of impression kits**

Our impression kits are not for general sale. We only supply impression kits for use in connection with our manufacture of clip-on veneers and custom trays that we have been asked to manufacture for you. You warrant that any impression kit we send you will only be used by you and will not be used for any other



whom the veneers and or custom-made tray are to be made, as such you (the purchaser) warrant that you are the intended final user of the veneers and or custom tray ordered by you.

We only supply impression kits and custom-made made trays for use in connection with our manufacture of clip-on veneers. You warrant that any impression kit and custom-made tray that we send to you will be used only by you and will not be used for any other purpose and that you will adhere to the instructions provided in respect thereof.

#### **5. Your Order Number**

When we accept your Order, we will provide you with an Order number. Please ensure you quote your Order number whenever you contact us about your Order.

#### **6. Payment.**

We normally require payment in full at the time you place your Order unless, where these options are offered / featured on our checkout page at the time you place your Order, you select either the option i) pay by Direct Debit or ii) pay using finance from DivideBuy.

If you select the option to pay Direct Debit, you agree to pay us by 4 equal monthly payments, we normally take the first payment within 7 days of you authorising the Direct Debit, and then 3 monthly instalments thereafter. We

purpose and that you will adhere to the instructions provided for use of the kit.

#### **5. Your Order Number**

When we accept your Order, we will provide you with an Order number. Please ensure you quote your Order number whenever you contact us about your Order.

#### **6. Payment.**

We normally require payment at the time you place your Order. Where you have combined an order for cleaning products with an order for veneers, on our checkout page you may be offered options to i) pay by Direct Debit or ii) pay using finance from DivideBuy.

If you select the option to pay Direct Debit, you agree to pay us by 4 equal monthly payments, we normally take the first payment within 7 days of you authorising the Direct Debit, and then 3 monthly instalments thereafter. We do



do not charge interest for using our Direct Debit facility. As soon as you have placed your order, you will be invited to provide online a Direct Debit mandate through our Direct Debit payment partner GoCardless and in any event you must provide a valid Direct Debit mandate within 7 days of placing your order. We reserve the right to place your order on hold and to withhold sending our impression kit to you until such time as we receive your first Direct Debit payment. Furthermore if you fail to set up a valid Direct Debit mandate, cancel it, or any payment due under the Direct Debit fails, the full balance of the price shall then become immediately due and payable and if at that time your order has not be completed by us we may retain any moneys already received and withhold completion and delivery of your order until such time as the balance owing has been paid in full. We require payment in full within a maximum of 160 days from your order being placed.

If you select the option to pay with DivideBuy, then please note the finance is supplied by a third-party finance company and it is subject to their terms & conditions and acceptance. We do not ourselves provide finance and any agreement to provide finance is between you and the finance company concerned.

#### **7. Overseas sales.**

We are sorry but at this time we cannot accept orders for delivery outside the

not charge interest for using our Direct Debit facility. As soon as you have placed your order, you will be invited to provide online a Direct Debit mandate through our Direct Debit payment partner GoCardless and in any event you must provide a valid Direct Debit mandate within 7 days of placing your order. We reserve the right to place your order on hold and to withhold sending our impression kit to you until such time as we receive your first Direct Debit payment. Furthermore if you fail to set up a valid Direct Debit mandate, cancel it, or any payment due under the Direct Debit fails, the full balance of the price shall then become immediately due and payable and if at that time your order has not be completed by us we may retain any moneys already received and withhold completion and delivery of your order until such time as the balance owing has been paid in full. We require payment in full within a maximum of 160 days from your order being placed.

If you do select the option to pay with DivideBuy, then please note the finance is supplied by a third-party finance company and it is subject to their terms & conditions and acceptance. We do not ourselves provide finance and any agreement to provide finance is between you and the finance company concerned.

#### **7. Overseas sales.**

We are sorry but at this time we cannot accept orders for delivery outside the United Kingdom of Great Britain and Northern Ireland.





United Kingdom of Great Britain and Northern Ireland.

#### **8. Products.**

- (a) Photographs published on our website or in other media are for illustration only, and products may vary slightly from such images. Colours and shades may not display accurately on monitors and screens; if you require a test sample please contact us.
- (b) Packaging may vary from that shown.
- (c) Our products are manufactured according to the measurement you have provided to us and the self-impression you have taken (or the impression you have had taken for you by a qualified dental professional); it is your responsibility to ensure that any measurements and impressions are correct. We will provide you with video guidance and written instructions about how to take your impression correctly.
- (d) We contract to manufacture your veneers to fit the impression model of your teeth. We cannot accept responsibility for any consequences resulting from your impressions not perfectly matching your teeth. Please do remember that because veneers fit over existing teeth when wearing them, when wearing your veneers you will feel that your teeth are slightly thicker, wider and longer and therefore it may feel strange wearing them, you should allow

#### **8. Products.**

- (a) Photographs published on our website or in other media are for illustration only, and products may vary slightly from such images. Colours and shades may not display accurately on monitors and screens; if you require a test sample please contact us.
- (b) Packaging may vary from that shown.

#### **9. Price & Delivery.**

- (a) The price and any delivery costs are shown on our website when you place your Order and also in the confirmation / receipted invoice that we send to you after you have placed your Order. Where VAT is applicable, any final prices we quote are inclusive of VAT. Our VAT registration number is GB299559619. If you require a VAT invoice, please contact us.
- (b) We will normally despatch cleaning products ordered within at the latest 14 days after the date we receive your order.
- (c) We cannot accept responsibility for delays that are beyond our control.
- (d) Delivery. We will deliver your product using postal delivery or a third-party delivery service. If there is nobody to accept delivery and the products cannot be placed in your letterbox or left in a suitable place, the product will be delivered to a suitable collection point or you may be offered re-delivery on a different





yourself enough time to get used to wearing the product.

- (e) The cost of any veneers you purchase includes the use of one of our self-impression kits; each such impression kit contains enough material and equipment to make one impression of each dental arch and additional material to take one further impression should you make a mistake. You will need to return your completed impressions using the return freepost mailing bag. When we receive your completed self-impression kit we will check it and let you know if it appears to be satisfactory. If you need any further self-impression kits we reserve the right to charge £25.00 per additional kit (please contact us if you need a spare impression kit, additional terms and conditions apply to purchases of additional impression kits). Likewise if we recommend you to purchase a custom-made dental impression tray from us we reserve the right to charge an additional sum of £40.00 which includes our providing the use of a further impression kit if we require further impression to manufacture the custom-made tray. Alternatively, you could ask a dentist to take the impression for you but please note we will not be responsible for any costs you incur in this respect.

**9. Circumstance in which our product would not be suitable for you:**

This will constitute effective delivery whether you choose to collect the goods or re-arrange delivery as the case may be. If you do not collect the goods or arrange re-delivery and the product is returned to us, you can contact us about collecting the goods from our premises or re-delivering the product to your chosen address but we may first ask you to pay any further delivery charges incurred. If you have not collected the goods after 3 months you agree that we may dispose of the goods and you will not be entitled to any refund of the price paid.

- (e) You acknowledge that we will become the owners of (i) any impression trays used to submit impressions to us and (ii) all dental impressions submitted to us

**10. Defects in goods supplied:**

We sincerely hope that you have no cause for complaint about the goods we supply. If you do have any cause for complaint or you feel there is some defect in the product we would like the opportunity to put the problem right for you. To do this, please notify us as soon as possible with details of your concerns/ complaint.

**11. Your statutory rights.**

Nothing in any of these terms and conditions is intended to detract from or prejudice your statutory rights. For further information about your legal



- a) if you have 3 or more teeth missing in a row in the jaw you want the veneers for
- b) if you are presently having any dental treatment or have dental health problems eg gum disease, bleeding, soreness or teeth which are loose or you have any retained milk teeth, dental crowns, fixed-in-place porcelain veneers, or dental bridges or implants or you wear dental braces or use other fixed orthodontic appliances or are undergoing orthodontic treatment.
- c) for people who are under years of age of 18 years

rights as a consumer please refer to [www.citizensadvice.org.uk/consumer/](http://www.citizensadvice.org.uk/consumer/)

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If any of the above applies to you, please do NOT order any products from us. If you are in any doubt about whether our veneers are suitable for you, please consult your dentist.

#### **10. Adverse reaction to wearing veneers.**

In a very small number of cases, some people may find they are sensitive to wearing veneers resulting in minor irritation, gum or tooth sensitivity or soreness. If you experience any adverse reaction to wearing our veneers you should stop using our product and see your dentist as soon as possible. If you suffer from allergies or sensitivity to chemicals or particular materials, please discuss this with us before placing any order as you might not be suitable for our product.



**11. Changing your order before we have manufactured your product:**

- a) Changes you want to make- Please contact us as soon as possible if you want to change any aspect of your order. Whether we will be able to accommodate your request is entirely at our discretion and subject to any necessary price adjustment.
- b) Changes we make- we may make technical changes to the product due to changes in in laws, regulations or good practice or due to other developments and improvements in the relevant technology. Any such changes will not materially prejudice your use of the product.

**12. Price & Delivery.**

- a) The price and any delivery costs are shown on our website when you place your Order and also in the confirmation / receipted invoice that we send to you after you have placed your Order. Where VAT is applicable, any final prices we quote are inclusive of VAT. Our VAT registration number is GB299559619. If you require a VAT invoice, please contact us.
- b) When you place your order, we will give you an estimate of when you should receive your self-impression kit (which is normally within 7 working days after you place your order or if in our



checkout, you selected the option to pay by Direct Debit as soon as we receive your first Direct Debit payment). Once we get back your impression we will let you know if it appears to be satisfactory, and if it is we will give you an estimated date to deliver your product which will normally be within 3 weeks of our having received your impression if it was satisfactory for our manufacturing purposes.

- c) Please note that in respect of all and any impression kits supplied to you for which no separate charge is made or for which the separate charge is for the manufacture of a custom-made impression tray, those kits and all materials contained therein and any impressions you prepare using such impression kits shall remain our property at all times. Where a separate charge is made for an impression kit or for the manufacture of a custom-made tray, you acknowledge that any impression and any custom-made or standard size impression tray that you send to us in respect thereof shall become our property upon our receipt from you of the same and that we may dispose of such impressions and impression trays as and when we see fit.
- d) We cannot accept responsibility for delays that are beyond our control. We will keep you informed in the unlikely event that any delays occur during the manufacturing process.





e) Delivery. We will deliver your product using recorded postal delivery or a third-party delivery service. If there is nobody at home to accept delivery and the products cannot be placed in your letterbox the product will be delivered to a suitable collection point or you will be offered re-delivery on a different date. This will constitute effective delivery whether you choose to collect the goods or re-arrange delivery as the case may be. If you do not collect the goods or arrange re-delivery and the product is returned to us, you can contact us about collecting the goods from our premises or re-delivering the product to your chosen address but we may first ask you to pay any further delivery charges incurred. If you have not collected the goods after 2 months you agree that we can destroy them without further notice, in this case you will not be entitled to any refund of the price paid.

**13. Failure by you to cooperate.**

We will need your cooperation to complete your Order. For example, you will need to provide a satisfactory impression of your teeth and any other information, or measurements, or photographs (eg of your existing teeth, completed impression or of your veneers as worn) as we may reasonably request. We will not be responsible for any costs or expenses incurred in connection with providing such cooperation.



We are not responsible for any delays resulting from you not providing such information, impression(s), photographs etc promptly. You should provide your impression and any other information, photographs etc as we request as soon as possible and in any event within 30 days of your receiving the impression kit (or request for additional information/photos as the case may be). If you do not provide to us a satisfactory impression of your teeth or any information/photos we have reasonable requested within the said 30 days, we may serve upon you written notice that unless your default is remedied within 14 days, we may treat the contract as terminated whereupon we shall be entitled to retain any moneys already paid in respect of the agreed price and we shall be under no further obligation to complete the manufacture and delivery of the product you ordered. We may agree to extend the 14 days by such period as we deem reasonable if we are satisfied that exceptional circumstances apply making it difficult or impossible for you to comply within our normal timescales. We may also end your contract and retain any moneys already paid by you if you obstruct delivery or fail to provide any information we reasonable need to complete delivery, including if you move address or change your required delivery



address without notifying us in writing in advance, or you make a chargeback request in respect of the card or other payment method you used to make payment, or you withdraw consent to our processing your personal data necessary for us to complete your Order.

**14. Defects in goods supplied:**

- (a) We take care in the manufacture of our products and we aim to supply them in a good quality-checked condition. We sincerely hope that you have no cause for complaint about the goods we supply. If you do have any cause for complaint or you feel there is some defect in the product we would like the opportunity to put the problem right for you. To do this, please notify us as soon as possible with the full details of your concerns/ complaint and if possible please provide a close-up photograph and or video to show the problem. We will then contact you to discuss the matter and if possible rectify the problem or re-manufacture or replace the product at our expenses. Furthermore, if we agree that there was a defect in the product when we supplied it to you for which we cannot provide a satisfactory remedy, we will where relevant offer a full or partial refund in accordance with your statutory rights, including any reasonable postage/ product-return costs incurred by you.



- (b) You may within 30 days of delivery, end your contract with us if the product when delivered was either faulty or defective, not of satisfactory quality or has been misdescribed by us. In this circumstance we may ask you to return the product to us. If the product when delivered was faulty or defective, not of satisfactory quality or has been misdescribed by us we shall refund any costs incurred in returning the product and we will also refund your original purchase price. If you purchased the product using finance you agree that we may issue any refund to the relevant finance company. If we issue a refund under this clause we will normally make payment within 14 days of our agreeing that the refund is due. You agree that we may issue any refund due using the same method that you used for payment of the purchase price.
- (c) Please note it is unlikely we will be able to agree that a product was not of satisfactory condition where the matter complained of is due to any of the following:
- a failure by you to provide an accurate impression of your teeth;
  - your answering our pre-purchase questions falsely or inaccurately;
  - fair wear and tear
  - damage caused by mishandling, negligence, or abnormal storage of the product or its abnormal use or use of the product in a manner which is contrary to the advice we give about its use UNLESS the





person responsible for such mishandling etc was our or our delivery agent's employee, servant or agent.

**15. Your statutory rights.**

Nothing in any of these terms and conditions is intended to detract from or prejudice your statutory rights. For further information about your legal rights as a consumer please refer to [www.citizensadvice.org.uk/consumer/](http://www.citizensadvice.org.uk/consumer/)

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## FabSmileVeneers.co.uk

Notice under Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ( "the Regulations" )

Concerning the sale of i) clip-on veneers and ii) custom-made dental impression trays.

[For all orders for (i) dental related cleaning products and ii) additional paid for impression kits (other than impression kits supplied in connection with the intended manufacture of a custom-made dental impression tray, please refer to the separate Notice which is printed immediately below this one)]

(a)the main characteristics of the goods or services, to the extent appropriate to the medium of communication and to the goods or services: **either Snap-on dental veneers or a custom-made dental impressions tray, as ordered by the customer and as also stated in the confirmation of order.**

(b)the identity of the trader (such as the trader's trading name): **OralTec Ltd t/a FabSmile Veneers.co.uk; registered in England & Wales, company number 11313164**

(c)the geographical address at which the trader is established and, where available, the trader's telephone number, fax number and e-mail address, to enable the consumer to contact the trader quickly and communicate efficiently: **Our address is FabSmileVeneers.co.uk, 85 Hamilton Street, Atherton, Manchester M46 0TG. Our email address is enquiry@FabSmileVeneers.co.uk; our telephone number is 03333 206662. When contacting us please quote any relevant Order number.**

(d) the total price of the goods or services inclusive of taxes and where relevant any additional delivery costs: **the inclusive price of the goods and any costs of delivery are shown on the order page of our website when and before you make your Order and this is also shown in the Order confirmation we will send to you immediately after you place your Order.**

(e)the arrangements for payment, delivery, performance, and the time by which the trader undertakes to deliver the goods or to perform the services: **please refer to our terms of business. We normally require full payment by credit or debit card or PayPal when you submit your Order, you may also be offered options on our checkout page to pay by:**

**i) Direct Debit with 4 interest free equal monthly instalments in which case the first payment under the Direct Debit will normally be requested about 7 days after the Direct Debit mandate is authorised and the remaining 3 payments monthly thereafter**

**(ii) by finance offered by DivideBuy, this is dependent on acceptance by DivideBuy.**

**We aim to fulfil your Order as quickly as possible after we receive a satisfactory impression of the dental arch or arches we are making your Order for; the latest we will normally fulfil your Order is within 3 weeks from such date.**



(f)where applicable, the trader's complaint handling policy: **please submit your complaint in writing and please clearly mark your communication 'Complaint', please send it either by post to 'The Complaints Manger, OralTec Ltd, 85 Hamilton Street, Atherton, M46 0TG' or by email to Complaints@FabSmileVeneers.co.uk (if sending your complaint by email please include the word**

**'Complaint' in the subject heading). Please include your full name and address, any relevant order number and please provide full details of your complaint including where relevant photographs or video if these will help illustrate your complaint. We will acknowledge your complaint within 5 working days, we will investigate it within 14 days and we will normally provide our Response within 21 days of receiving your complaint (or within 21 days of our receiving such further information as we may reasonable request to enable us to properly consider your complaint). If you are not happy with our Response you may within 30 days of receiving our Response, request in writing that we**

**Review and reconsider our Response, if making such a request for Review please mark your letter or email with the words 'Request for Review of Complaint Response' stating why you disagree with our Response. We will then normally give our Final Response within 14 days of receiving your request for Review. You can find a copy of our Complaints Policy on the Contacts Page of our website, or please feel free to ask us for a copy.**

(g)where applicable, the possibility of having recourse to an out-of-court complaint and redress mechanism, to which the trader is subject, and the methods for having access to it: **we do not currently subscribe to any Alternative consumer Mediation or Arbitration scheme. In addition to being able to submit your complaint directly to us, if you prefer, you may be able to submit your complaint using the European Union's 'On-Line Dispute Resolution Platform'. The website address for the platform is <http://ec.europa.eu/odr> . Under this new scheme, if both parties agree to it, an independent mediator will try to resolve the complaint by mediation, usually within a 90 day timescale. However at this stage we have not given any commitment to using the ODR Platform.**

(h)where under regulation 28, 36 or 37 of the Regulations there is no right to cancel or the right to cancel may be lost, the information that the consumer will not benefit from a right to cancel, or the circumstances under which the consumer loses the right to cancel: **you have no right to cancel an Order for snap-on veneers or custom-made dental impression tray. This is because the goods are personalised to the consumer and made to the specification relevant to the individual consumer's personal dentition, see regulation 28(b) of the Regulations.**

(i)in the case of a sales contract, a reminder that the trader is under a legal duty to supply goods that are in conformity with the contract: **We are under a duty to supply goods that are in conformity with the contract.**

(j)the existence of relevant codes of conduct, as defined in regulation 5(3)(b) of the Consumer Protection from Unfair Trading Regulations 2008, and how copies of them can be obtained, where applicable: **no codes of conduct are relevant to our supply of dental snap-on veneers.**



(k)the duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract: **the contract will normally continue until we have supplied to you the goods you have ordered.**

(l) where applicable, the existence and the conditions of deposits or other financial guarantees to be paid or provided by the consumer at the request of the trader: **We normally require full payment upon Order. If you elect to use any finance option offered, the finance company will provide details of any deposit/ advance payment required by them.**





## FabSmileVeneers.co.uk

Notice under Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ( "the Regulations" )

Concerning the sale of i) dental related cleaning products and ii) additional paid-for impression kits (other than impression kits supplied in connection with the intended manufacture of custom-made dental impression trays).

[For all orders for a) custom-made clip-on veneers and or b) custom-made impression trays, please refer to the separate Notice which is printed immediately above this one].

(a)the main characteristics of the goods or services, to the extent appropriate to the medium of communication and to the goods or services: **the cleaning products and or impression kit(s), as described on the relevant pages of in the customer's order acknowledgment.**

(b)the identity of the trader (such as the trader's trading name): **OralTec Ltd t/a FabSmile Veneers.co.uk; registered in England & Wales, company number 11313164**

(c)the geographical address at which the trader is established and, where available, the trader's telephone number, fax number and e-mail address, to enable the consumer to contact the trader quickly and communicate efficiently: **Our address is FabSmileVeneers.co.uk, 85 Hamilton Street, Atherton, Manchester M46 0TG. Our email address is enquiry@FabSmileVeneers.co.uk; our telephone number is 03333 206662. When contacting us please quote any relevant Order number.**

(d) the total price of the goods or services inclusive of taxes and where relevant any additional delivery costs: **the inclusive price of the goods and any costs of delivery are shown on the relevant page or pages of our website at the time of purchase and at checkout before you make your Order and as then shown in the Order conformation we will send to you immediately after you place your Order.**

(e)the arrangements for payment, delivery, performance, and the time by which the trader undertakes to deliver the goods or to perform the services: **: please refer to our terms of business. We normally require full payment by credit or debit card or PayPal when you submit your Order, you may also be offered options on our checkout page to pay by:**

**(i) Direct Debit with 4 interest free equal monthly instalments in which case the first payment under the Direct Debit will normally be requested about 7 days after the Direct Debit mandate is authorised and the remaining 3 payments monthly thereafter**

**(ii) by finance offered by DivideBuy, this is dependent on acceptance by DivideBuy.**



**We aim to fulfil your Order as quickly as possible after we receive your order, and the latest we will normally despatch your Order is within 14 days from receiving your order.**

**(f)where applicable, the trader's complaint handling policy: please submit your complaint in writing and please clearly mark your communication 'Complaint', please send it either by post to 'The Complaints Manger, OralTec Ltd, 85 Hamilton Street, Atherton, M46 0TG' or by email to [Complaints@ FabSmileVeneers.co.uk](mailto:Complaints@FabSmileVeneers.co.uk) (if sending your complaint by email please include the word 'Complaint' in the subject heading). Please include your full name and address, any relevant order number and please provide full details of your complaint including where relevant to help illustrate your complaint. We will acknowledge your complaint within 5 working days, we will investigate it within 14 days and we will normally provide our Response within 21 days of receiving your complaint (or within 21 days of our receiving such further information as we may reasonable request to enable us to properly consider your complaint). If you are not happy with our Response you may within 30 days of receiving our Response, request in writing that we Review and reconsider our Response, if making such a request for Review please mark your letter or email with the words 'Request for Review of Complaint Response' stating why you disagree with our Response. We will then normally give our Final Response within 14 days of receiving your request for Review. You can find a copy of our Complaints Policy on the Contacts Page of our website, or please feel free to ask us for a copy.**

**(g)where applicable, the possibility of having recourse to an out-of-court complaint and redress mechanism, to which the trader is subject, and the methods for having access to it: **we do not currently subscribe to any Alternative consumer Mediation or Arbitration scheme. In addition to being able to submit your complaint directly to us, if you prefer, you may be able to submit your complaint using the European Union's 'On-Line Dispute Resolution Platform'. The website address for the platform is <http://ec.europa.eu/odr> . Under this new scheme, if both parties agree to it, an independent mediator will try to resolve the complaint by mediation, usually within a 90-day timescale. However, at this stage we have not given any commitment to using the ODR Platform.****

**(h)where under regulation 28, 36 or 37 of the Regulations there is no right to cancel or the right to cancel may be lost, the information that the consumer will not benefit from a right to cancel, or the circumstances under which the consumer loses the right to cancel:**

**- if you have purchased your goods as a consumer, you have statutory right to cancel your order for cleaning products and or your order for an additional impression kit (but you do not have any statutory right to cancel any order for veneers or a custom-made impression tray).**

**-if you wish to cancel your order for cleaning products or an impression kit you must notify us in writing of your cancellation within 14 days after the day on which the products purchased came into your possession or that of the person you have authorised to take possession of the goods. If some of the products are delivered on different days the 14 days shall be calculated the last date of delivery.**

**-Please refer to Part 3 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 for full details.**



-For hygiene and safety reasons, all our cleaning products and impression kits are delivered in sealed packaging, if the packaging is opened we cannot accept the return of the goods in question and you will remain liable for their full price.

-To withdraw from the contract and obtain a refund you must inform us in writing of your decision to cancel the order.

-If do decide to cancel your order please email your cancellation to us at [enquiry@fabsmileveneers.co.uk](mailto:enquiry@fabsmileveneers.co.uk) quoting your name, address and order number. You can also use the cancellation form below if you wish.

-If you cancel your order we will refund all your payments to us in respect of your cancelled order for cleaning products and or additional paid-for impression kit(s). We will refund your payment within 14 days after we receive back the relevant products. If you have damaged the goods we may be entitled to refuse or reduce the refund payable.

-You must pay any cost of returning the goods to us. If you ask us to arrange return of the goods the charges we will make for this will be in the sum of the p&p costs charged by us for delivering the products to you. Goods must be returned to our address:

85 Hamilton St  
Atherton, Manchester  
UK, M46 0TG

(i)in the case of a sales contract, a reminder that the trader is under a legal duty to supply goods that are in conformity with the contract: **We are under a duty to supply goods that are in conformity with the contract.**

(j)the existence of relevant codes of conduct, as defined in regulation 5(3)(b) of the Consumer Protection from Unfair Trading Regulations 2008, and how copies of them can be obtained, where applicable: **no codes of conduct are relevant to our supply of dental Snap-On veneers.**

(k)the duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract: **the contract will normally continue until we have supplied to you the goods you have ordered.**

(l) where applicable, the existence and the conditions of deposits or other financial guarantees to be paid or provided by the consumer at the request of the trader: **We normally require full payment upon Order. If a finance option is offered at checkout and you elect to use it, the finance company will provide details of any deposit/ advance payment required by them.**



**Note to consumer: you can use the form below to exercise your statutory right within the cancellation period, to cancel your order for cleaning products or additional paid-for impression trays. The cancellation period expires 14 days after you receive the goods. You will need to arrange the return of the goods before we can process a refund.**

Your Order Number:

Description and quantity of goods you ordered:

### **MODEL CANCELLATION FORM**

*(Complete and return this form only if you wish to withdraw from the contract)*

To:

**Fab Smile Veneers**

85 Hamilton St

Atherton

Manchester

UK

M46 0TG

Send by post or email.

Email: [enquiries@fabsmileveneers.co.uk](mailto:enquiries@fabsmileveneers.co.uk)

I/We\* hereby give notice that I/We\* cancel my/our\* contract of sale of the following goods

Ordered on\*/received on\*:

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

\* Delete as appropriate