

Terms and conditions

The following sets out the standard terms and conditions for all customers of DBG (UK) Ltd, and shall prevail unless amended in writing.

1. Services

- 1.1 These Terms and Conditions apply to all goods and services supplied by DBG (UK) Ltd, trading as "the DBG" and "DSH" of Bostock Road, Winsford, Cheshire, CW7 3BD regardless of whether these be despatched by the company or by the supplier directly to the customer.
- 1.2 Additional Terms and Conditions apply for certain services and these will be communicated to you at the time of booking
- 1.3 We reserve the right to alter or withdraw any of the goods or services at any time without prior notice

2. Charges and Expenses

- 2.1 All prices quoted are in £sterling excluding VAT, which will be applied at the prevailing rate
- 2.2 Some products are subject to currency fluctuations and therefore subject to change from any advertised price
- 2.3 The price to be paid by the customer shall be the sum/s shown on the company's invoice/s. The company reserves the right to amend prices at any time in its absolute discretion and to correct errors and omissions.
- 2.4 Unless specifically agreed by contract and in writing payment terms are strictly 30 days from date of invoice. Capital equipment i.e. Dental equipment, payment must be made within 14 days of the date of invoice.
- 2.5 In the event that a customer fails to settle their account by the due date the company reserves the right to suspend all further orders and be entitled to charge interest at the rate of 2% per month on any outstanding monies owed
- 2.6 Training services require cleared payment in advance. Failure to make payment will result in cancellation of the training without notice.
- 2.7 Any bank charges incurred by the company in respect of dishonoured cheques etc will be payable by the customer. A minimum charge of £50.00 will be made for all cheques returned as a result of insufficient funds being available.
- 2.8 Title of goods supplied by the company to the customer shall only pass to the customer when payment in full has been made to the company. The customer agrees to repossession of the goods in questions should the customer fail to pay for the said goods.
- 2.9 Membership prices are only applicable to practices/customers holding a valid paid membership. Where a membership is cancelled part way through a service, DBG will invoice the outstanding duration of the contract at full non member rates.
- 2.10 Minimum orders values apply on all DSH sales – currently £45.00 excl VAT
- 2.11 Replacement files including: Radiation Protection, HSE and Membership folders that are requested will be charged at £25.00 per file.
- 2.12 A charge of £2.50 will be made for the production of copy invoices/credit notes etc. which are more than 6 months old and/or are not readily available through the current financial computer systems.
- 2.13 Charges quoted for all services exclude parking, congestion and related costs and these will be payable by the customer in addition to contract prices
- 2.14 Unless otherwise stated, all servicing and engineering contracts exclude the cost of parts, which will be charged in addition

3. Delivery, Installation and Carriage

- 3.1 Unless otherwise stated, all prices exclude carriage, which shall be payable unless otherwise agreed between us in writing
- 3.2 Goods despatched to the customer directly from a manufacturer may incur an additional carriage charge.
- 3.3 Delivery dates specified by the company are approximate and failure to meet the same shall not be the responsibility of the company.
- 3.4 The customer shall make all arrangements necessary to take delivery of goods whenever they are tendered for delivery. Failure to accept same may result in additional carriage charges being levied on the customer.
- 3.5 Order shortages must be notified to the company within 3 working days
- 3.6 The customer shall make all arrangements necessary for the preparation of installations of Capital Equipment whenever they are tendered for installation. Failure to do so may result in additional installation charges being levied on the customer
- 3.7 All equipment deliveries will incur a charge unless otherwise stated

4. Returns

- 4.1 Goods cannot be returned to the company unless this return has been notified to the company within 14 days and a goods return number has been obtained.
- 4.2 Goods which are being returned to the company which are damaged or lost in transit will not be credited by the company as it is deemed to be the customers responsibility to ensure that the goods are returned (at their cost) adequately packaged, labelled and insured.
- 4.3 If a customer orders products in error or asks the company to obtain special products that the company would not normally stock and then wishes to return these to us a restocking charge of 15% will be made. No handling or delivery charges will be credited
- 4.4 Pharmaceuticals cannot be returned to the company unless a product recall for that product has been issued or the reason for return is identified as an error on the part of the DSH. The DSH must be notified of pharmaceutical errors immediately and the goods returned to the DSH within 3 days of delivery to your practice

5. Intellectual Property Rights

- 5.1 The copyright and all other intellectual property rights of whatever nature in the reports, photographs, videos, computer programs, software and other material produced or commissioned by DBG is and shall remain the sole and exclusive property of DBG.

6. Liability

- 6.1 The company shall not in any event be liable for indirect or consequential loss or damage, being loss or damage which does not directly and naturally flow from the supply of goods or materials, including without limitation loss of profits, of use, overhead costs, collateral damage or of contracts arising out of the supply or failure of supply of goods and services by the company (other than liability for the death or personal injury resulting from the negligence of the company) and whether arising from breach of contract, negligence or for any other liability howsoever arising, whether by statute or otherwise.
- 6.2 In all other cases (being cases of direct and natural losses or damage) it is specifically provided and agreed that the compensation and damages payable shall not under any circumstances amount in aggregate to more than the contract price or the goods and or services forming the subject of the claim.
- 6.3 No liability for such direct losses shall attach to the company unless details of such losses be notified to the company in writing within 7 working days of the date of delivery of the good/service in question.

7. Disputes

- 7.1 Any dispute, claim, difference or controversy arising out of or in connection with these terms of engagement, including existence, validity or termination (a "Dispute") shall be referred to and settled by arbitration. There shall be a sole Arbitrator, to be agreed by both parties. The place of arbitration shall be London. The language to be used in the arbitration shall be English
- 7.2 Notwithstanding Clause 7.1 DBG may in its sole discretion commence proceedings in relation to any Dispute in the laws of England, in which case the laws of England shall have exclusive jurisdiction over the Dispute

8. Termination

- 8.1 Both parties may terminate this agreement at any time. DBG will charge the customer for all products or services provided plus expenses up to the date of termination and reserves the right to retain documentation /certification pending settlement of its charges
- 8.2 DBG may terminate this agreement without notice in the event the customer becomes the subject of insolvency proceedings or calls any meeting of its creditors

9. Miscellaneous

- 9.1 Subject as expressly provided in these conditions the company will honour all manufacturers' warranties that apply to those goods supplied by the company subject to the proper use of these goods by the customer. Where goods have been misused or improperly operated by the customer the company reserves the right to charge for any service visits associated with these goods.
- 9.2 Improper operation or use of products under warranty will void all warranties applying to the said products

- 9.3. For all equipment servicing and engineering services, In the event that visits or replacement parts are required due to operator neglect, misuse, accidental damage or any other factor that adversely affects the compressor then you will be responsible for our charges and the cost of any parts required to rectify the problem.
- 9.4. The rights and remedies of DBG set forth in this agreement are not exclusive and are in addition to all other rights and remedies provided by law

10. Governing Law

- 10.1. These Terms and Conditions and the rights and obligations of the parties to the contract shall be governed, interpreted

11. Third Party Rights

- 11.1. For the avoidance of doubt, nothing in this agreement shall confer on any third party any benefit or the right to enforce any term of this agreement.

12. Entire Agreement

- 12.1. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and there are no oral understandings, representations or warranties affecting it.

13. Force Majeure

- 13.1. DBG will not be liable for any delays or failures in performance or breach of this agreement due to events or circumstances beyond DBG's reasonable control.

14. Specific to Handpiece Repairs

- 14.1. Warranties are only effective when the DBG are allowed to fix obvious faults.
- 14.2. The DBG do not offer any warranty on the removal of blockages to the water/air systems.
- 14.3. Repairs carry the following warranty: Bearings 3 months, cartridge chuck mechanism 12 months.
- 14.4. are returned via courier services with insurance cover provided.

All services are subject to DBG standard terms and conditions, a copy of which is available at www.thedbg.co.uk or in writing upon request. The following additional terms apply to all Training services

A. Training Services

1. Training is practice specific so all attendees must be employees of the named practice. Additional charges will apply for attendees from other practice locations.
2. DBG reserves the right to assign or sub contract its training courses to other personnel with suitable skills and qualifications.
3. DBG constantly strives to improve the content of its training and therefore reserves the right to modify the specification of a course without notice to the Customer.

B. Delegates

1. Compliance Training Certificates confirming your verifiable CPD and course notes will be accessible to download from the DBG interactive website. To obtain these items your practice will need to register on the DBG website www.thedbg.co.uk.
2. All delegates must provide their GDC number (if registered) on the day of training so that it can be completed on the attendance sheet. Failure to do so will result in the GDC number not showing on the certificate.
3. Due to the nature of some training courses (eg CPR) delegates are advised to ensure that they are appropriately dressed and physically capable of completing the training course
4. Delegates shall act reasonably throughout the training. DBG may remove a Delegate from a course, where, in the opinion of the Trainer, which shall be final, the Delegate is behaving unreasonably.
5. Any certificates that need re-issuing will be charged at £25.
6. It is the delegates responsibility to ensure that their name and GDC number if appropriate are correctly shown on the delegate list, as any errors resulting in a reissue of certificates will be chargeable

C. Charges and Payment

1. A minimum, non refundable deposit of 25% is required upon booking of the training course by debit or credit card. Full payment is due at the time of booking where the training is within 14 days of booking
2. Full payment is required at least 14 days prior to the course date.
3. If full payment (including the successful clearance of cheques) is not received by DBG prior to the course commencement, then DBG reserves the right to carry out one or all of the following actions:
 - a. Postpone the course until payment has been received. The customer will be liable for all associated costs that DBG may incur as a direct result of the postponement.
 - b. Retain Delegate certificate(s) until payment has been received.
 - c. Cancel the course. The customer will be liable for all associated costs that DBG may incur as a direct result of the cancellation.
4. DBG membership rates are only applicable if the practice is a member at the time of training.

5. Parking (if over £10), congestion charges and ancillary costs will be recharged to the practice following completion of the training and are payable within 30 days of the date of invoice

D. Cancellation and Postponement

1. All requests for cancellation or postponement must be made in writing to the Training Manager by email to info@thedbg.co.uk, or at DBG (UK) Ltd, Norfolk House, Bostock Road, Winsford, Cheshire CW7 3BD
2. In all circumstances DBG require written notification of any cancellations.
3. The following charges will apply for all cancellations:
 - a. Cancellation within 14 calendar days of the date of training – 50% of the fee
 - b. Cancellation up to 7 calendar days prior to the date of training – 75% of the fee
 - c. Cancellation less than 7 days prior to the date of training – 100% of the fee
4. DBG reserves the right to cancel a course, though we make every effort to ensure this does not occur. In the event of a course being cancelled by DBG, alternative dates will be proposed or a full refund of monies paid will be made to the customer.
5. In the event that DBG cancels a training course, due to circumstance beyond its control, it will not be liable for any losses of any nature incurred by the practice.
6. DBG undertakes to provide the training on

E. Copyright

1. All rights are reserved by DBG and by any Third party whose copyright DBG acknowledges
2. No part of the training material may be reproduced, stored in a retrieval system, or transmitted in any form, or by any means, electronic, mechanical, photocopying, or otherwise, without prior permission in writing of the copyright owner.

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