

These are the terms and conditions (T&C) on which Dentique Pty Ltd [trading as Laser + Holistic Dental, 2nrich Holistic Wellness and Vitality Centre] (we, us and our) sells services and products as invoiced to its customers (you and your):

1. Whole agreement & exception

These T&C constitute the whole agreement between you and us. All of the agreements and understandings between you and us are set out in these T&C and they supersede all prior agreements, understandings and statements, whether written or oral.

2. Price

2.1 The prices charged for services and products are either as according to a current treatment plan or quotation given to you for services and products.

2.2 Treatment and associated costs outlined in a treatment plan are an estimate only. These costs are not guaranteed as planned procedures may take longer than expected and/or other procedures may be required.

2.3 If you have any concerns or requirements related to your treatment and/or pricing these must be brought to our attention in writing before your appointment.

2.4 In the event clause 2.3 is not met, you understand and accept that our staff and other professionals will act in a way that they deem most appropriate to meet your health care needs.

3. Bookings and appointments

3.1 All bookings will be confirmed by one of our staff via email, SMS or phone call.

3.2 Rescheduling or cancellation of bookings must provide at least 24 hours notice and be confirmed by one of our staff.

3.3 An appointment no show without communication to us at least 24 hours prior to the appointment will incur fees as outlined in clause 3.5.

3.4 In the event that clause 3.2 is not met we will be entitled to the following:

(a) charge a \$150 cancellation fee

(b) we may not accept any future bookings without receiving a prepaid deposit for the full fee of the appointment.

3.5 Appointment no shows will incur fees at a rate of \$150 per hour for the length of the appointment booking.

3.6 For extensive procedures long appointment times may be required to complete the work.

(a) For appointments scheduled for two hours or more a deposit of \$500 will be required to confirm your booking.

(b) For appointments scheduled for three hours or more a deposit of \$1000 will be required to confirm your booking.

3.7 If you are running more than 20 minutes late for your appointment, it may be rescheduled by us.

4. Payment and interest

4.1 Full payment must be made on the day of providing the service or sale of product to you.

4.2 If payment is not made on the day we will be entitled to the following:

(a) an additional 10% late payment surcharge will be applied to your account.

(b) if payment is not made within 30 days, interest will accrue compound- ing monthly at the current Victorian penalty interest rate as dictated by the Magistrate's Court of Victoria.

I, _____
(please print name)

have read, understood and agree to the terms and conditions of sale as listed above.

(c) cancel any future appointments unless we receive a prepaid deposit for the full fee.

(d) retain photocopies of your driver's license (showing current address) and credit card to be kept on file.

4.3 You must pay to us all costs and expenses incurred which will be incurred by us in respect of any action for recovery of monies or repossession of Services and Products, including but not limited to mercantile agent's fees, solicitors fees, fees of legal advisers and other parties acting on behalf of us.

5. Warranties

5.1 Subject to these terms and conditions we warrant that the products and services supplied by us are fit for the purpose of which they were supplied.

5.2 The products and services will be supplied with the warranties of manufacturing and material defects for the period either specified by the manufacturer or as deemed reasonable by professional standards.

5.3 Such warranties do not cover wear and tear caused by standard use or damage caused by improper use.

6. Limitation of Liability

6.1 The warranty in clause 5.1 does not apply in respect of defects specifically drawn to your attention or defects arising from incorrect or negligent handling, disregard of maintenance and/or operating instructions, accident, neglect or other causes beyond our control.

6.2 Our liability under clause 6.1 is limited (at our option) to replacement or repair or payment of the cost of replacement or repair of the relevant products and services or repayment of the price where it has been paid. Any claim against us relating to the quality of the products and services must be made within three months of sale to be considered.

6.3 Our liability to you for breach of any implied term not excluded by these terms and conditions is limited (at our option) to replacement or repair or payment of the cost of replacement or repair of the relevant products and services or repayment of the price where it has been paid. 6.4 We will not be responsible for the cost of any delays in the delivery of the products and/or services.

6.5 To the fullest extent permitted by law we will not be liable to you for any loss of profit or other economic loss, direct, indirect or consequential loss, special, general or other damages, or other expenses of costs; or for injuries to any person, arising out of your use or misuse of the products and services, or from anything under this contract or from any common law duty (including negligence) by us, our agents or employees; however if any liability is incurred by us by operation of law then such liability shall be limited to the cost of replacing the products and services or performing any related services again.

7. Miscellaneous

7.1 You acknowledge that all conditions, warranties or other terms implied by statute or common law are expressly excluded from our Contract with you to the fullest extent permitted by law.

Signed: _____

Date: / /