

Terms and Conditions.

BACKGROUND.

A. Linda Bridgemohan acts as a facilitator arranging dental treatments for Customers with third party suppliers in Turkey. As part of this arrangement Linda will also arrange transport services with third party suppliers (if required in Turkey).

B. In relation to the dental treatment and transport services, Linda operates under an agency model. This means that Linda Bridgemohan acts as an agent for the third-party supplier supplying such dental and transport services and, the Customer's contract for those services is between the Customer and the relevant supplier. This will mean there will be additional terms and conditions in relation to those contracts and Customers are advised to check these with the relevant supplier. The Dentist's terms and conditions are available on request from Linda. The terms and conditions below shall apply only to the arrangement service provided by Linda Bridgemohan.

AGREED TERMS.

1. INTERPRETATION.

1.1 The definitions and rules of interpretation in this clause apply in these terms and conditions (Conditions).

Agreement: The agreement formed between the Customer and Linda Bridgemohan pursuant and subject to Condition 2.

Customer: The person who uses Linda Bridgemohans Arrangement Service.

Dentist: The supplier of dental treatment to the Customer and the principal for whom Linda Bridgemohan is acting as an agent.

www.Dentocaremed.com: Owner: Linda Bridgemohan. Address: 4, B8, Calle Mandarin, Urb. Laguna Green 2, 03319, Orihuela, Alicante, Spain.

Services: the services to be provided by Linda under the Agreement (as set out specifically in the information provided to the Customer by Linda Bridgemohan in accordance with condition 2.1) which shall consist of the arrangement of dental treatment with a third party Dentist in Turkey and/or transport service whilst in Turkey at the times agreed between the parties.

1.2 Condition, schedule and paragraph headings shall not affect the interpretation of these conditions.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4 Words in the singular shall include the plural and vice versa.

1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.6 Where the words include(s), including or in particular are used in these terms and conditions, they are deemed to have the words without limitation following them and where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

1.7 Any obligation in the Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.8 References to conditions are to the conditions of the Agreement.

2. CONTRACT FORMATION.

2.1 Linda Bridgemohan act as a facilitator arranging dental treatment for Customers in Turkey with third party Dentists. As part of this arrangement, and at the Customer's request, Linda Bridgemohan may also arrange for the Customer's transport in Turkey with third party suppliers (the latter being airport transfers and transfers between the Customer's hotel or other accommodation and the Dentist).

2.2 After receiving the Customer's enquiry, either by telephone or by the submission of an online enquiry form in relation to dental treatment in Turkey, Linda Bridgemohan shall pass on the details to the Dentist who will check availability and respond to Linda Bridgemohan. In the event that the Customer also requires transport in Turkey, Linda Bridgemohan will again pass on the details to the relevant third-party supplier who will also check availability. Upon receipt of an affirmative response from each of the relevant third-party suppliers, Linda Bridgemohan shall inform the Customer of the dates available together with pricing details. The Customer will then have the option to proceed or not with obtaining the dental treatment (together with transport if relevant). For the avoidance of doubt if the Customer wishes to book transport services they must do so in conjunction with the dental treatment.

2.3 If the Customer chooses to proceed with the provision of the dental treatment (together with transport if relevant), this will constitute an offer by the Customer to purchase the same on the basis of the information provided by Linda Bridgemohan. No offer made by the Customer shall be accepted by Linda Bridgemohan (acting as agent for the relevant third-party supplier or for itself in relation to the Services) other than: (a) by a written acknowledgement (including e-mail or fax where relevant) issued and executed by Linda Bridgemohan.

2.4 Any information provided to the Customer by Linda Bridgemohan in accordance with Condition 2.1 above is valid for a period of 30 days from the date it is provided, provided that Linda has not previously withdrawn it.

2.5 The pricing information provided by Linda Bridgemohan in relation to the dental treatment in accordance with Condition 2.1 is for the dental treatment requested by the Customer. In the event that additional dental treatment is required, the Customer will be provided with revised pricing information prior to any treatment being carried out and shall be liable to pay for such additional treatment if it is carried out.

2.6 As the contracts for dental treatment and transport are between the Customer and the relevant supplier, the Customer must address any queries or concerns relating to such services to the relevant third-party supplier.

3. CONSUMER RIGHTS.

3.1 To cancel this Agreement, you must inform us in writing (including by e-mail and fax where relevant). This provision does not affect your statutory rights.

4. LINDA BRIDGEMOHAN'S OBLIGATIONS.

4.1 Linda shall use reasonable endeavours to provide the Services to the Customer.

5. CUSTOMER'S OBLIGATIONS.

5.1 The Customer shall; (a) be responsible (at its own cost) for arranging and booking any flights, or alternative transportation to Turkey and/or accommodation; (b) be responsible for complying with any visa, passport, inoculation or other legal or administrative requirements necessary for them to receive dental treatment and stay in Turkey. (c) provide all reasonable information to Linda Bridgemohan or any third party suppliers as may be necessary for the provision of dental treatment together with transport (if relevant) and the Services including such information that will enable the Dentist to assess the Customer's medical condition for Linda Bridgemohan to provide the Services; and (d) solely responsible for deciding whether or not the dental treatment offered by the Dentist is appropriate to their particular needs.

5.2 If Linda Bridgemohan's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors or employees, Linda Bridgemohan shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

6. CHANGE CONTROL.

6.1 Linda Bridgemohan may, from time to time and without notice, change the Series in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature scope of, or the charges for the Services.

7. CHARGES AND PAYMENT.

7.1 The total price for the provision of dental treatment shall be notified to the Customer by Linda Bridgemohan in accordance with Condition 2.1 together with any additional amount incurred in accordance with Condition 2.5 which shall be submitted to the Customer immediately after the dental treatment. The total price shall be paid to the Dentist in Turkey (without deduction or set-off) as set out in Condition 7.2 below.

7.2 The Customer shall pay each invoice submitted to them by the Dentist in Turkey in

accordance with Condition 7.1, in full and in cleared funds, by way of internet or telephone banking debit card or cash on the day of receipt.

7.3 Time for payment shall be of the essence of the Agreement.

8. LIMITATION OF LIABILITY – THE CUSTOMER’S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION.

8.1 This Condition 8 sets out the entire financial liability of Linda Bridgemohan (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of: (a) any breach of the Agreement; (b) any use made by the Customer of the Services or any part of them; and (c) any representation, statement or tortuous act or omission (including negligence) arising under or in connection with the Agreement.

8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

8.3 Nothing in these Conditions limits or excludes the liability of Linda Bridgemohan.

(a) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Linda Bridgemohan in relation to the arrangement services.

8.4 As the provision of dental treatment and /or transport, is being provided by third party suppliers, Linda Bridgemohan does not accept any liability whatsoever arising out of the provision of these services by such third-party suppliers.

8.5 Subject to Condition 8.2, Condition 8.3 and Condition 8.4

(a) Linda Bridgemohan shall not be liable for; (i) loss of goods; or; (ii) loss of contract; or (iii) loss of use; or (iv) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

(b) Linda Bridgemohan’s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Agreement shall be limited to the Arrangement of services in Turkey.

9. DATA PROTECTION.

The Customer acknowledges and agrees that details of the Customer’s name, address and personal data will be processed by and on behalf of Linda Bridgemohan in connection with the Services and shall be provided (where required and to the extent necessary) by Linda Bridgemohan to third party suppliers (including the Dentist) where a contract has been formed between any such supplier and the Customer for the provision of services.

10. FORCE MAJEURE.

Linda Bridgemohan shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of Linda Bridgemohan or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

11. VARIATION. Subject to Condition 6, no variation of the Agreement or these Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.

12. ENTIRE AGREEMENT.

This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relation to its subject matter.

13. WAIVERS.

13.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

13.2 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

14 SEVERANCE.

14.1 If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

14.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it

valid, enforceable and legal.

14.3 The parties agree, in the circumstances referred to in Conditions 14.1 and if Condition 14.2 does not apply, to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the parties under any invalid or unenforceable provision of the Agreement shall be suspended while an attempt at such substitution is made.

15. ASSIGNMENT.

15.1 The Customer shall not, without the prior written consent of Linda Bridgemohan, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

15.2 Linda Bridgemohan may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

16. NO PARTNERSHIP OR AGENCY.

Nothing in the Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

17. RIGHTS OF THIRD PARTIES.

The Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

18. NOTICES.

Notice given under the Agreement shall be in writing (including e-mail), sent for the attention of the person, and to the address or fax number given in the Agreement (or such other address, fax number or person as the relevant party may notify to the other party) and shall be delivered personally, sent by fax, e-mail or by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery. In the case of fax or e-mail at the time of transmission, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this condition 18 is not within business hours (meaning 9.00am to 5 pm Monday to Friday on a day that is a business day), at 9.00 am on the first business day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax or e-mail, to the fax number or e-mail address of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

19. GOVERNING LAW AND JURISDICTION.

19.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of Spain.

19.2 The parties irrevocably agree that the courts of Spain shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter.

I confirm that I have read and understood and accept the Terms and Conditions of Linda Bridgemohan which have been supplied to me via the website www.dentocaremed.com