



Terms & Conditions

Smile Compare

V1.2 Effective: 4.6.26

Patient and website visitor terms governing use of the Smile Compare introduction service.

1. Introduction and about these Terms

These General Terms and Conditions (these "Terms") govern your use of the Smile Compare website (the "Website"), our introduction service, and any related communications between you and us. By using the Website, submitting an enquiry, or engaging with our introduction service, you confirm that you have read, understood and accepted these Terms.

Smile Compare is a UK-based dental treatment comparison and patient introduction platform. We connect UK-based patients with verified dental clinics based overseas. We are an introducer only. We do not provide dental treatment, we do not employ clinicians, and we are not a party to any treatment contract between you and a clinic.

Important. Smile Compare does not provide medical or dental advice, diagnosis or treatment. All clinical matters are the responsibility of the treating clinic and its registered clinicians. You should satisfy yourself, with independent professional advice where appropriate, that any treatment proposed is suitable for you.

2. Who we are and how to contact us

Smile Compare Ltd ("Smile Compare", "we", "our", "us") is a business based in the United Kingdom. Our registered details, company number and ICO registration reference are displayed on the Website. You can contact us by email at info@smilecompare.co.uk or via the contact form on the Website. Our full contact details are set out at the end of these Terms.

3. Definitions

Term	Meaning
Clinic	A dental clinic based outside the United Kingdom that has been onboarded by Smile Compare and has entered into a Clinic Introducer Agreement with us.
Clinician	A dentist, specialist, hygienist or other regulated dental professional employed or engaged by a Clinic.
Introducer Fee	The fee payable to Smile Compare for our introduction service, as described in Section 8.

Introduction	The point at which Smile Compare shares your enquiry details with one or more Clinics, with your prior consent.
Patient	You, where you are an individual enquiring about or pursuing dental treatment via Smile Compare.
Treatment Contract	The contract for dental treatment entered into directly between you and the Clinic you select.
Website	The Smile Compare website and any sub-domains operated by us.

4. Our service

Smile Compare provides the following services:

- Access to comparison information about verified overseas Clinics and the treatments they offer.
- Collection of enquiry information from Patients and, with the Patient's prior informed consent, sharing that information with one or more Clinics so that the Clinic can provide an indicative treatment plan and quotation.
- Signposting to travel, accommodation and related services where appropriate.
- A patient support channel during the enquiry, planning and post-treatment journey (the scope and limitations of this support are set out in Section 12).

We do not provide the following:

- Dental, medical or orthodontic advice, diagnosis, treatment, prescriptions or clinical supervision of any kind.
- Any contractual obligation to deliver treatment, secure specific treatment outcomes, or guarantee the results of treatment delivered by a Clinic.
- Insurance of any kind, unless we sign-post a regulated third-party product and clearly identify the provider.

5. The introducer relationship

Smile Compare acts as a commercial introducer between you and the Clinic. This has a number of important consequences:

- The Treatment Contract, including any treatment plan, quotation, deposit terms, payment schedule, clinical guarantee, aftercare protocol and complaints route, is agreed directly between you and the Clinic.
- We are not a party to the Treatment Contract, we do not hold Patient funds for treatment, and we do not receive payment from you for treatment itself.
- Where we express views on a Clinic's standards (for example, vetting, insurance or transparency ratings), those views are based on our own published vetting framework and the information available to us at the time. They are not a substitute for your own due diligence.
- You remain responsible for reading, understanding and accepting the Clinic's own terms, medical consent forms and aftercare instructions before treatment commences.

6. Eligibility and your information

To use our introduction service you must be:

- Aged 18 or over;
- Legally able to enter into a binding contract in the United Kingdom; and
- Enquiring on your own behalf, or with explicit authority on behalf of another adult who has given informed consent.

You must give us accurate, current and complete information when you make an enquiry and when you share medical history, images or x-rays. Providing false or misleading information may

result in an Introduction being withdrawn and in treatment being unsafe. You are responsible for the accuracy of the information you provide.

7. Making an enquiry and the introduction process

7.1 Initial enquiry

You may submit an enquiry via the Website, by email, WhatsApp or any other channel we publish. At enquiry stage we collect basic contact information, your treatment interest, and any photographs or x-rays you choose to share.

7.2 Consent to share your information

Before we share any enquiry information with a Clinic, we will obtain your explicit, informed consent in line with our Patient Data Sharing Consent process. You control which Clinic or Clinics receive your information. You may withdraw your consent at any time, although withdrawal does not affect processing that has already taken place.

7.3 Clinic response

The Clinic is responsible for reviewing your enquiry, responding to you, issuing a preliminary treatment plan and quotation, and conducting any further clinical assessment. Timescales, accuracy and medical suitability of Clinic responses are the Clinic's responsibility.

7.4 Accepting a treatment plan

If you decide to proceed, you enter into the Treatment Contract directly with the Clinic. We recommend you review the Treatment Contract carefully, ask questions, and seek independent professional advice if you are in any doubt.

8. Fees and how we are paid

Our introduction service is free to use at the point of enquiry. We are paid an Introducer Fee by the Clinic once you travel and treatment commences, on the following standard basis:

- 15% of the total treatment value, subject to a minimum of £150 per Patient Introduction; and
- A reduced Introducer Fee of 7.5% of the total treatment value where the same Patient receives further treatment from the same Clinic within 12 months of the first treatment commencing.

The Introducer Fee is payable by the Clinic, not by you. Smile Compare will not charge the Patient an Introducer Fee in addition to the treatment price unless this is clearly disclosed in writing in advance and separately agreed with the Patient.

Transparency. The existence and amount of our Introducer Fee does not affect the clinical decision a Clinician makes about your treatment. Clinics have agreed, as part of our Clinic Introducer Agreement, not to inflate patient prices to pass through the cost of the Introducer Fee.

9. Optional add-on services

From time to time we may offer optional add-on services, either provided by us or by a regulated third-party provider. Examples include independent x-ray referrals, travel and cancellation cover, and similar. Each add-on service is subject to its own terms and pricing, which will be made clear to you at the point of purchase. We are not the underwriter of any insurance product and any regulated product will be clearly labelled with the regulated provider's identity and regulatory status.

10. Travel, accommodation and logistics

The Clinic or its suppliers may arrange travel and accommodation on your behalf, or you may arrange these yourself. Smile Compare does not operate as a travel agent and we are not responsible for:

- Flight delays, cancellations or changes to travel schedules;
- Hotel standards, availability or quality of service;
- Visa, passport or border control matters;
- Travel insurance decisions; or

- Any loss, damage or injury arising during travel, except where caused directly by our own negligence.

Clinics have agreed, as part of our Clinic Introducer Agreement, to accommodate reasonable requests to move the start of treatment by one to two days without additional fees where possible, provided the Clinic is given reasonable notice.

11. Cancellation, changes and refunds

11.1 Your statutory right to cancel (14-day cooling off)

Because our introduction service is provided online, and because we begin providing it as soon as you submit an enquiry, the following applies under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

- You have 14 days from the date you accept these Terms to cancel your use of our introduction service.
- If you ask us to begin performing the service within the cancellation period (for example, by asking us to contact a Clinic on your behalf), you acknowledge that performance has begun and you may be liable for any reasonable cost incurred up to cancellation.
- Once the service has been fully performed (for example, the Introduction to a Clinic has been made), your right to cancel ends.

You have the right to change your mind about proceeding to treatment at any time up until you enter into the Treatment Contract with a Clinic. Withdrawing from the Introduction at any stage is free of charge to you.

11.2 Cancellation or changes to treatment

Once you enter the Treatment Contract with a Clinic, the cancellation, rescheduling and refund terms are as set out in the Treatment Contract between you and the Clinic. We encourage you to read those terms carefully before making a deposit or travelling.

12. Patient support and complaints

12.1 Our support

We offer patient support before, during and after your treatment journey. This support is logistical and coordination-based. It is not clinical advice. For any clinical concern, you must contact the Clinic directly, or, if you are in the UK, seek urgent advice from NHS 111 or your general dental practitioner.

12.2 Raising a concern with the Clinic

If you have a concern about treatment, aftercare, outcomes, costs or the conduct of a Clinic or Clinician, you should first raise it with the Clinic in line with the Clinic's published complaints process.

12.3 Escalating to Smile Compare

If you have raised a concern with the Clinic and remain dissatisfied, you may escalate the matter to Smile Compare. We will acknowledge your complaint in line with our published Complaints Investigation Process and work with you and the Clinic to reach a fair outcome. Where appropriate we will apply sanctions under our graduated response framework, which can include clinic suspension and, in serious cases, removal from the platform.

12.4 Your wider rights

Escalating to us does not affect your statutory rights, your right to complain to the relevant regulator in the country where treatment was delivered, your right to seek independent legal advice, or your right to refer a matter to the Information Commissioner's Office in respect of any data protection concerns.

13. Data protection and your medical information

We take the handling of your personal data and your special category health data seriously. Our processing is governed by the UK General Data Protection Regulation, the Data Protection Act 2018 (as amended by the Data (Use and Access) Act 2025) and the Privacy and Electronic Communications Regulations.

Full details of what we collect, why, how long we keep it, and who we share it with, are set out in our Privacy Policy and in our Patient Data Sharing Consent form, which you will be asked to acknowledge before your enquiry information is shared with any Clinic. Because treatment is

delivered overseas, your personal data (including your health data) will be transferred outside the United Kingdom. We explain the safeguards we apply in our Privacy Policy.

14. Intellectual property

The Website, our branding, document library, rating frameworks and all content produced by Smile Compare is owned by Smile Compare or our licensors. You may view and print the Website for your personal, non-commercial use. You may not reproduce, redistribute, modify, publish or commercially exploit any of our content without our prior written consent.

15. Website availability and content

We aim to keep the Website available and its content accurate, but we do not guarantee uninterrupted availability or that every piece of information will be free from error. We reserve the right to update, suspend or withdraw any part of the Website at any time without notice. Where content on the Website is provided by a Clinic (for example, clinic profile text, photographs, credentials, before-and-after images), that content is the Clinic's responsibility and we rely on the Clinic having the necessary rights and consents.

16. Limitation of liability

Nothing in these Terms excludes or limits our liability for:

- Death or personal injury caused by our negligence;
- Fraud or fraudulent misrepresentation; or
- Any other liability that cannot lawfully be excluded or limited.

Subject to the above, we are not liable to you for:

- Any clinical outcome, treatment complication, failure of treatment or claim under a clinical guarantee, where those matters are the responsibility of the Clinic under the Treatment Contract;
- Any loss that is not a reasonably foreseeable consequence of our breach;
- Any loss of business, profit, revenue, data or goodwill, or any indirect or consequential loss;
- Any loss arising from travel, accommodation, visa or logistics issues outside our control; or
- Any loss arising from inaccurate information provided by you.

Our total liability to you in connection with the use of our introduction service and the Website is limited to the greater of (i) the total Introducer Fee actually received by us in respect of your Introduction and (ii) £250.

Smile Compare Ltd holds professional liability insurance appropriate to its activities as an introducer. This insurance does not replace, extend or modify the limitations of liability set out above, and is not a substitute for any insurance you may wish to hold in your own right. Details of current cover are available on request.

17. Termination

We may suspend or terminate your use of the Website or our introduction service where you breach these Terms, where we reasonably suspect fraudulent or unsafe use, or where continued service would conflict with our regulatory or professional obligations. Termination does not affect rights and obligations that accrued before termination, including your obligations under any Treatment Contract you have entered with a Clinic.

18. Changes to these Terms

We may update these Terms from time to time. The current version, with the effective date, will always be available on the Website. Where changes are material we will take reasonable steps to bring them to your attention before they take effect.

19. Governing law and jurisdiction

These Terms, and any non-contractual obligations arising out of or in connection with them, are governed by the laws of England and Wales. Disputes will be subject to the exclusive jurisdiction of the courts of England and Wales, except that nothing in these Terms prevents a consumer resident in Scotland or Northern Ireland from bringing proceedings in the courts of their home jurisdiction where the law permits.

20. How to contact us

Questions or requests about these Terms, your enquiry, or the introduction service should be sent to info@smilecompare.co.uk. For data protection requests, please refer to the contact details in our Privacy Policy.

Contact

Smile Compare Ltd · smilecompare.co.uk · info@smilecompare.co.uk

Smile Compare Ltd. Registered in England and Wales. Company number 17234110. Registered office: 3 Clyde Road, Croydon, CR0 6SY. ICO registration reference: ZC154428.

Smile Compare Ltd holds professional liability insurance appropriate to its activities as an introducer. Details of current cover are available on request.