

Terms and Conditions - V1.0

Practice Plan Ltd's (Practice Plan's) role is to provide administrative services to support this Agreement between you and your Dentist. This includes collecting your payments for your dental plan and passing these on to your dentist.

1. Terms used

1.1 In these terms and conditions, when we use the word **You** this means each of the Patients who are included in this application (as appropriate). When we use the word **Dentist** we mean the dental practice business or individual dentist named on your Plan Agreement form, this may be different from the dentist who treats you.

2. Payment

- 2.1 You agree to pay an initial administration fee to cover the set-up of the plan, which will be added to your first monthly membership fee, and thereafter a monthly membership fee until this Agreement ends. The fees will be payable by Direct Debit to Practice Plan who collect the fees as agent of the Dentist. Membership fees paid annually can be paid by Direct Debit or credit card/debit card.
- 2.2 For this monthly fee the Dentist will provide dental services according to the type of Plan set out in this Patient Agreement. Detail about the services provided under the Plan can be found in the practice literature (**Plan Benefits**).
- 2.3 Any discounts applied to the monthly membership fee are at the discretion of the Dentist. Group discounts are only applicable where payment is made by a single Direct Debit or annual payment.
- 2.4 You agree to pay for all treatment carried out by the treating dentist that is in addition to treatment covered by the Plan Benefits. The Dentist will provide you with the fee-per-item costs at the time of agreeing treatment.
- 2.5 Where the monthly membership fee is being paid by someone other than you, it remains your responsibility to pay the fees, so it is your responsibility to ensure that the payer pays all fees payable by you under this Agreement. You agree that by making these payments the payer is acting on your behalf as your agent.
- 2.6 To the extent that any patient is under the age of 18, the payer will be responsible to ensure that the patient complies with their obligations under this Agreement.

3. Treatment exclusions

- 3.1 If you have registered to a "maintenance plan" (in other words, a plan covering preventive dental treatment only), all restorative treatment will be excluded as well as the exclusions listed below. If you have registered to a "capitation plan", which is a type of plan that provides both preventive and restorative dental treatment, the following treatments will not be included:
- The treatment (if any) which you and the Dentist agreed would be excluded at the start of the Agreement
 - Orthodontic appliance therapy
 - The provision, repair or replacement of dental implants and related superstructures
 - Treatment required following an injury (although assistance may be available from the Worldwide Dental Emergency Assistance Scheme – please see the Scheme Handbook)
 - Referral to a specialist and specialist treatment which is necessary in the reasonable opinion of the treating dentist
 - Any treatment which is purely cosmetic
 - Any treatment which is not clinically necessary in the treating dentist's specialist opinion
 - Treatment carried out anywhere other than at the dental practice except in the circumstances described in 5.1 below
 - Sedation fees
 - Pharmaceutical items or laboratory fees reasonably charged by the Dentist which must be paid for in addition.

4. Provision of care

4.1 The dental services will be carried out by the Dentist. The Dentist may also arrange for a suitably qualified person to carry out the dental services, such as for example; a locum dentist.

5. Emergency arrangements

- 5.1 Your Dentist will provide reasonable access to out-of-hours emergency treatment (contact your dental practice directly for more details). The monthly membership fee paid by you entitles you to request assistance from the Worldwide Dental Emergency Assistance Scheme (the Scheme) if you suffer a dental emergency and/or dental trauma. Details of how the Worldwide Dental Emergency Assistance Scheme works and the types of benefits that might be paid have been provided to you by the Dentist. Please note that you should, if at all possible, request this assistance in advance of incurring the cost of dental treatment.
- 5.2 Practice Plan reserves the right to remove eligibility to request assistance from the Worldwide Dental Emergency Assistance Scheme by giving three months' notice of such a change.

6. Non payment

6.1 If you do not pay the monthly membership fee, Practice Plan will inform you and try to collect two payments from your account the following month. If you fail to pay on three successive payments, this agreement will end, as per Condition 10.3 of these terms and conditions. Entitlement to request assistance from the Worldwide Dental Emergency Assistance Scheme ceases from the date of the first failed payment.

7. Patient responsibilities

- 7.1 You agree (as well as paying the membership fees) to:
- a) Attend the Dentist's practice when invited to do so for check-ups or treatment purposes;
 - b) Accept the advice and recommendations from the treating dentist in respect of remedial work which safeguards your general dental health; and
 - c) Inform the treating dentist of any injury, difficulty or other relevant matter affecting your dental health generally.

If you fail to comply with the terms of this condition you may be liable for any fee which the Dentist may require for treatment as a result.

- 7.2 Unless you have attended the dental practice for an examination at least once a year and have all necessary remedial work completed (whether or not this is covered under the Plan), to the extent that this impacts any treatment you might need as a result of a dental emergency/trauma, you may not be eligible to request assistance from the Worldwide Dental Emergency Assistance Scheme.
- 7.3 All appointments made by you with the Dentist's practice are made in accordance with the Dentist's practice rules and procedures. As such, please note that the Dentist may charge you for missed appointments and cancellations without sufficient notice.

You should check the Dentist's procedures to find out the required notice period and if such charges are applied.

7.4 It is your responsibility to ensure that your contact details are kept up to date with Practice Plan and the Dentist's practice.

8. Changes to monthly fees

- 8.1 For capitation plans, the Dentist may change the Patient's categorisation under the capitation scoring system at any time for clinical reasons. This may result in a change to the monthly membership fee.
- 8.2 Except where condition 8.1 applies, the Dentist may increase the monthly membership fee for the Plan once every 12 months and will give one month's notice before the increase is applied. The Dentist has the right to amend Plan Benefits as set out in this agreement and in the practice literature by providing one month's notice of any such change.

9. Variations

9.1 Practice Plan can change the conditions of this Agreement, for instance to take account of changes in the law, including to vary the monthly fee due to an increase in taxation, giving you not less than one month's written notice. If you do not wish the Agreement to continue once the change comes into force, you can end the Agreement, at any time, by contacting the Dentist, at any time, up to the time the notice of variation takes effect. If you do not do this by the time the notice of variation expires you will be deemed to have accepted the variation.

10. Duration and ending the contract

- 10.1 Membership of the Plan will continue unless it is ended by either the Dentist or you.
- 10.2 You can cancel this Agreement by contacting the Dentist within the cancellation period, which is 30 days after this Agreement is signed. Any fees you have paid will be refunded, unless you have received any treatment or assistance from the Scheme. After this period has expired, you can end the Agreement by giving at least one month's notice to the Dentist, expiring on the last day of a calendar month. The Dentist can end this Agreement by giving you at least one month's notice, expiring on the last day of a calendar month, unless you have started a course of treatment which will take longer than one month. If this is the case, the Agreement will end when the treatment is completed.
- 10.3 The Dentist can also end this Agreement at any time if:
- a) Your monthly membership fees are not paid
 - b) You fail or delay paying the Dentist for any dental services provided, that are not covered by your Plan Benefits
 - c) The Dentist refuses on reasonable grounds to treat you.

An end to Practice Plan's appointment to act as collecting agent of the Dentist will also terminate this Agreement. Practice Plan will give you at least one month's notice in these circumstances.

10.4 You are not entitled to a refund if the Agreement is cancelled after the initial 30 day cancellation period (unless you pay annually).

10.5 When the Plan is ended, for any reason, you agree to pay any fees due to the Dentist at that date and any that become due afterwards.

11. Liabilities

11.1 Practice Plan's responsibility to you extends only in respect of its administration of your plan and collection of monthly fees on behalf of your Dentist. The Dentist is responsible regarding clinical matters, dental treatment and the conduct of the Dentist and its staff.

12. Complaints

12.1 Your Dentist will have an in-house complaints procedure. If you are unhappy with any aspect of your dental care you should approach your Dentist directly.

If your complaint relates to the administration services provided by Practice Plan to support this Agreement or in relation to the Scheme then you should contact:

Customer Services – Tel: 01691 684120 **Email:** info@practiceplan.co.uk

Worldwide Dental Emergency Assistance – Tel: 0300 303 5061 **Email:** complaints@wdeas.co.uk

13. Other Terms and Conditions

- 13.1 If you need to request assistance from the Scheme, you will need to give the Scheme Manager your express written consent (in compliance with data protection laws) in order that the Scheme Manager can receive information in relation to your dental health (this may include dental and medical records) in order for your request to be assessed. This consent will be requested at the time you submit a Request for Assistance Form. If you do not provide consent, the Scheme Manager will not be able to consider your information (and therefore your request for assistance) any further.
- 13.2 Please be aware that in order to administer the Plan, the Dentist may update Practice Plan on changes to your information as contained in this Agreement from time to time. Full details of how the Practice Plan Group can use your information is set out in Practice Plan's Privacy Policy which has been provided to you by the Dentist.
- 13.3 This Agreement is exclusive to you and is not transferable by you or between patients and it does not cover the services for you of any dental practice other than the Dentist. This agreement may be transferred between dentists within the same practice, following conversion to a limited company or upon sale of the practice and/or goodwill to a new owner. You will be provided with appropriate notice of such changes.
- 13.4 All notices that Practice Plan or the Dentist will give you under the provisions of this Agreement must be in writing and will be sent to your last known address/email address (if you have opted for electronic communication) or the Dentist (if we don't hold a current address for you).
- 13.5 This document (together with all other documents referred to in it) sets out the entire Agreement between you, the Dentist and Practice Plan, relating to the Plan and supersedes and terminates by mutual agreement any prior agreements, other than any fraudulent or negligent misrepresentation made by any party. This Condition should not, however, be read as allowing Practice Plan, the Dentist or you to avoid liability for statements made negligently or fraudulently.
- 13.6 If you, the Dentist or Practice Plan, do not exercise a right under this Agreement or delay exercising a right, this does not mean that you, or they, have agreed to waive this, or any other right in this Agreement, in the future.
- 13.7 If any provision in this Agreement is held or made invalid by a court, statute rule or otherwise, the remainder of this Agreement will not be affected.
- 13.8 This Agreement will be governed by and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute.

THE DIRECT DEBIT GUARANTEE

This Guarantee should be retained by the Payer.



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit Practice Plan Limited will notify you ten working days in advance of your account being debited or as otherwise agreed. If you request Practice Plan Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Practice Plan Limited or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.
 - If you receive a refund you are not entitled to, you must pay it back when Practice Plan Limited asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

Practice Plan Limited, company registration number – 03089948, is a company registered in England and Wales.
Registered Office: Cambrian Works, Gobowen Road, Oswestry, Shropshire SY11 1HS.

Part of the WESLEYAN Group

Practiceplan
The business of dentistry