

The Denplan Care Contract between you and your dental practice

Denplan's role is to provide administrative services to support the contract between you and your dental practice. This includes passing your payments onto your Dental Practice. It does not provide dental care.

Please remember, the contract is with your Dental Practice and cannot be transferred to anyone else. If you are considering changing your Dental Practice, please contact Denplan who will advise you on how to change dentist; to support the maintenance of your oral health.

The following points make up the terms and conditions of the contract with your Dental Practice. These are very important, and we strongly advise that you read them carefully and keep them in a safe place so that you can refer to them in the future, should you need to.

1. Definition of terms used

- a. Unless the context otherwise requires, 'contract' means this Denplan Care Contract and the terms which you have signed.
- b. 'Denplan' means Denplan Limited (company number 1981238) whose registered office address is at Anton House, Chantry St, Andover SP10 1DE.
- c. 'Dental care professional' or 'Dentist' means a person qualified to practice certain aspects of dental care that is registered with the GDC to work in the UK.
- d. 'Dental practice' means the legal entity that owns your dental practice. Examples include a Corporate Body, Good Will Owner dentist as a sole trader, Limited Company or LLP.
 - i) 'Corporate Body' means a partnership, a Limited Liability partnership or a private limited company incorporated in the UK and entitled to carry on the business of dentistry as defined in the Dentists Act 1984, as amended from time to time.
 - ii) 'Goodwill Owner' means a Dentist who legally owns the intangible assets of a dental practice, including but not limited to, the patient goodwill.
 - iii) 'Limited company' means a form of business which is legally separate from its owners and managers.
 - iv) 'LLP' (Limited Liability Partnership) means a legal business entity partnership whereby the LLP is responsible for the debts of the business and not the partners.
- e. 'Practice Team' means a group of dental professionals who together provide care for a patient.
- f. 'Patient Leaving Form' means a declaration by a Dentist of a patient's oral health at the time of leaving a Dentist's care.

2. Treatment to which you are entitled

The contract entitles you to receive all the treatment normally provided by a Dental Care Professional to maintain oral health, which may include the following at the Practice Team's discretion:

- Check-ups
- Oral healthcare advice
- Preventive therapy and counselling
- Radiographs (x-rays)
- Restorations (fillings)
- Unless excluded, you are entitled to root canal treatment
- Scaling and polishing and other hygiene treatments
- Periodontal (gum treatment) and surgical treatment and the provision, repair and maintenance of prostheses including crowns, bridges and dentures (excluding laboratory fees charged by your Dental Practice, as detailed in condition 4 Prescriptions and laboratory charges)
- Any necessary extractions (excluding wisdom teeth, as detailed in condition 3 Treatment to which you are not entitled)

3. Treatment to which you are not entitled

The contract does not entitle you to:

- Any treatment which you and your Practice Team agreed to exclude at the start of the contract
- Orthodontic appliance therapy ('braces')
- The provision, repair or replacement of dental implants and related superstructures
- Any treatment needed as a result of a dental injury (an injury to the teeth or supporting structures, including damage to dentures whilst being worn, which is caused suddenly and unexpectedly by means of a

direct external impact to the mouth)

- Referral to a specialist or specialist treatment which is necessary in the reasonable opinion of your practice team
- Any treatment which is purely cosmetic
- Any treatment which is not clinically necessary in your Practice Team's opinion
- Treatment carried out by anyone other than your registered Dental Practice
- Surgical extraction of wisdom teeth
- Sedation fees

4. Prescriptions and laboratory charges

The contract does not cover pharmaceutical items, prescription fees or laboratory fees reasonably charged by your Dental Practice, which must be paid by you directly to your Dental Practice.

5. Dental emergency arrangements

Your Dental Practice is obliged to provide reasonable access to out-of-hours emergency dental treatment, either directly or through participation in an emergency dental cover arrangement.

6. Alteration of monthly fee

Your Dental Practice is encouraged to review all of their chosen Denplan fees once during the year, every year. Following a review your dental practice may choose to change your monthly Denplan fees at their discretion (taking many factors into account, including inflation and any changes to material costs or running costs). This review can be made at any point in the year, and you will receive written notice by letter, or email if consented at least a calendar months' notice in advance of any changes to your monthly fee (correspondence sent to the payer's email address if provided or last known address by ordinary post will be treated as adequate notice).

Should your oral health change, the Dental Practice may change your level of plan, treatment included and associated fee by providing one months' written notice, or less with your consent. If you are not happy with any change in monthly fee, you have the right to terminate the agreement giving your Dental Practice and Denplan not less than 21 days' notice, expiring on the last day of a calendar month, as detailed in condition 11 Ending the contract.

7. Treatment by another dental practice

The contract is with your Dental Practice as specified in the document entitled Denplan Care Contract. If your Dental Practice arranges for a different Dentist, Dental Care Professional or a locum Dentist to provide routine care on their behalf, this will be covered by the contract. However, where you choose to have routine care or treatment provided by a practitioner independently of your Dental Practice, any associated costs will not be covered by the contract.

Furthermore, where you are referred by your own Dental Practice to a specialist, the costs will not be covered, as detailed in condition 3 Treatment to which you are not entitled.

8. Payment

Where you are not the payer specified in the document entitled 'Denplan Care Contract', you shall ensure that the payer pays any sum due by you under this contract. You agree that, when making any such payment, the payer acts as your agent and on your behalf.

Any other amounts due to your Dental Practice (e.g. prescription fees, pharmaceutical items, laboratory charges or treatment not covered by the contract) are payable by you directly to your Dental Practice and non-payment of such amounts will constitute a breach of the terms of the contract.

Your liability to pay the monthly fee continues until the contract is ended in accordance with this Agreement, as detailed in condition 11 Ending the contract.

You must pay the monthly fee by Direct Debit in favour of Denplan as collecting agent for your dental practice.

9. Direct Debit changes

Following a variation in monthly fee, the Direct Debit will be changed at the next available collection date. Where you are given notice of an increase in your monthly fee, your Direct Debit will be changed at the end of the required notice period, as detailed in condition 6 Alteration of monthly fee.

10. Your responsibilities

You are responsible for keeping appointments made with your Practice Team and you must pay any 'missed appointment' fee should you fail to do so.

You must ensure that you also attend your Dental Practice for regular examinations, receive the treatment your Practice Team advises, and you must promptly inform your Dental Practice of any injury, problem or other material matter affecting your oral health. If you fail to ensure any of this you will be liable to pay any fee reasonably charged for treatment necessary to restore your oral health, which could otherwise have been avoided.

If, in the reasonable opinion of your Practice Team, they are not able to maintain your oral health due to any act, including any unreasonable and/or abusive behavior your Dentist or Denplan or omission on your part, your dental practice may end the contract immediately by giving notice to that effect.

11. Ending the contract

Cooling off period

You can cancel the Denplan Care Contract for any reason during the 14 day 'cooling off' period. This period begins on the contract start date, or the day you receive the payment schedule if this is later.

Following this period, you may end the contract by giving not less than 21 days' notice to your Dental Practice and to Denplan, expiring on the last day of the calendar month.

Your Dental Practice may end the contract by giving you two months' written notice expiring on the last day of a calendar month. If you are intending to leave the care of your Dental Practice, you should attend a final leaving appointment, when your Practice Team can arrange to provide any outstanding treatment, check your oral health and provide you with a record of this on the Patient Leaving Form, which you should take to your new Dental Practice. The initial examination fee and any necessary outstanding treatment prescribed by your new practice team may have to be paid for privately to re-register onto a new Denplan payment plan.

12. Non-payment

Non-payment of one fee

If you fail to make a monthly payment, Denplan will inform you accordingly and attempt to collect two payments in the following month.

Non-payment of two fees

If you fail to make two successive payments, Denplan will inform you that your contract has been cancelled, effective from the date of the first failed payment. This will also cancel your Denplan Supplementary Insurance and Denplan Implants Upgrade if you have chosen these products.

Direct Debit cancellation

If you cancel your Direct Debit, then no further attempt will be made to collect payment. Should the Direct Debit remain cancelled, and you fail to make two successive payments your contract will be cancelled. This will also cancel your Denplan Supplementary Insurance and Denplan Implants Upgrade if you have chosen these products.

Missed payments

Please be aware, if you have any treatment during a period of missed payment you will be liable for all sums outstanding to your Dental Practice who may attempt to contact you to recover the outstanding balance.

13. Dental records

By signing the document entitled 'Denplan Care Contract' you consent to the disclosure of your dental records to Denplan, for the purposes of any review, assessment or consideration of the care provided by your Dental Practice which may take place under the terms of their membership of Denplan but not for any other purpose without your further consent.

14. Variation of these conditions

If it is necessary to vary the terms and conditions in this Contract, for instance to take account of changes in the law, this can be done by your Dental Practice giving you 30 days' written notice. If you do not wish the contract to continue, having regard to any variation notified to you, you may end it as detailed in condition 11 Ending the contract. If you do not do this by the time the notice of variation expires, you will be deemed to have accepted the variation.

15. Contract not transferable

As the contract is with your dental practice, you may not transfer it to another dental practice. If you need to change your dental practice a new contract will be required. You are not entitled to assign or sub-contract any rights or obligations you may have under the contract to any other person.

16. Treatment outside the contract

Nothing in the contract prevents you and your practice team agreeing that they will provide treatment outside your entitlement under the contract. You will be responsible for paying for such treatment.

17. Liabilities

Denplan Limited administers Denplan Care registrations and collects monthly fees on behalf of your Dental Practice. The contract is not with Denplan and Denplan has no liability to you (whether in respect of tort (including, without limitation, negligence), breach of contract, defective or unsatisfactory treatment, or otherwise) in connection with any contract it administers on behalf of your Dental Practice. This does not affect any right or remedy you may have against your dental practice.

18. Disputes

All Dental Practices who offer Denplan products are required to have an in-house complaints procedure. If you are unhappy with any aspect of your dental care you should, in the first instance, approach your Dental Practice directly. If you remain dissatisfied, Denplan offers an impartial complaint support service for registered patients and where possible our Dental Clinical Support Team will facilitate conversations between both parties with an aim to reach a mutually satisfactory resolution. Please note- Your Dental Practice must agree to participate. Denplan is unable to require such participation. Denplan is not a regulatory body and therefore unable to enforce any actions upon a dentist nor assist you to seek compensation.

19. Notices

Any notice given by your Dental Practice under these conditions is valid if Denplan gives it to you on your Dental Practice's behalf. Any notice given by your Dental Practice or Denplan is valid if sent to the payer's email address if provided or last known address by ordinary post.

20. Third Parties

The contract is intended to confer a benefit on your Dental Practice and you. No other person shall be entitled to enforce any term of the contract by virtue of the contracts (Rights of Third Parties) Act 1999 (the 'Act').

21. Governing Law and Jurisdiction

Both parties agree that this contract shall be governed by and construed in accordance with the Law of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.