

# Essentials Contract

Dentist copy; keep for your records

This Essentials Contract is between you and the Denplan member dentist named below and based on a monthly fee.

If you have any questions, please call our Practice Support team on 0800 328 3223 and they'll be happy to help you. Opening times are Monday to Thursday 8.30am to 5.30pm and Friday 8.30am to 4.30pm.

Name of Denplan member dentist

## Patient details

Mr  Mrs  Miss  Other  Male  Female  Date of birth

First name

Surname

## Treating dentist details

Details of the treating dentist in the practice that you will usually see (if different from Denplan member dentist)

Mr  Mrs  Dr  Miss  Ms  Other  Member dentist's signature & date

First name

Surname

## Treatment included

Maximum number of check-ups per year  Monitoring x-rays as clinically necessary up to  per year. Maximum number of hygiene visits per year

Additional treatment covered (if any)

## Contract

This is a general indication of the services that will be provided, based on the patient's likely dental care needs. Dental care is always provided at the discretion of the dentist. Mandatory Supplementary Insurance, arranged by Denplan and underwritten by Simplyhealth Access, is provided as detailed in the Essentials Contract overleaf. A Supplementary insurance Policy Summary and Policy document will be provided to you in the Membership Booklet.

The monthly fee specified is subject to change and is reviewed annually as described in the Essentials Contract overleaf. If you wish to end this contract at any time, you may do so by giving notice in accordance with the Essentials Contract. Denplan Limited administers Denplan Essentials registrations and collects monthly fees on behalf of the dentist, as a member of Denplan. The fee must be paid monthly by Direct Debit.

Note: Denplan Limited accepts no liability to a patient (whether in respect of negligence, breach of contract, defective or unsatisfactory treatment, or otherwise) in connection with any contract it administers on your dentist's behalf.

As a member of Denplan, I offer the patient registration as an Essentials patient under my registration facility at:

Fee Code  a monthly fee of £

The monthly fee quoted above

- Includes a Supplementary Insurance Policy and Insurance Premium Tax is charged at the prevailing rate
- May be subject to family (or group) discounts (where payment is from a single Direct Debit); two people 5%, three people 10%, four or more people 15%. Ask your dentist for details. Please note, any discounts do not form part of your actual contract.

**A one-off registration charge, of £15, will be collected separately at the time of your initial payment.**

The patient's entitlement to treatment will start on

The Supplementary Insurance is effective from the same date as your contract start date, which will be notified to you in your welcome letter. Please read the Supplementary Insurance Policy Summary for details.

### Declaration

I, 'the patient', hereby accept the above offer. I confirm that I have read the treatment to which I am entitled, the Essentials Contract between me and my dentist (printed overleaf) and the terms above.

Signature (Parent/Guardian if patient is under 18)

Date

# Essentials Contract

Patient copy; keep for your records

This Essentials Contract is between you and the Denplan member dentist named below and based on a monthly fee.

If you have any questions, please call our Customer Advisor team on 0800 401 402 and they'll be happy to help you. Opening times are Monday to Thursday 8.30am to 5.30pm and Friday 8.30am to 4.30pm.

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Name of Denplan member dentist

## Patient details

Mr  Mrs  Miss  Other  Male  Female  Date of birth

First name

Surname

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Signature (Parent/Guardian if patient is under 18)

Date

## The Direct Debit Guarantee

You should keep a copy of this guarantee



- 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 Denplan Ltd will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request Denplan Ltd 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 Denplan Ltd 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 Denplan Ltd 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

# The Essentials Contract between you and your dentist

Denplan's role is to provide administrative services to support the contract between you and your dentist. This includes passing your payments onto your dentist.

Please remember, the contract is with your dentist and cannot be transferred to another practice or dentist. If you are considering changing your dentist please contact Denplan who will advise you on how to transfer, ensuring your oral health is not compromised.

The following points make up the 'conditions' of the contract with your dentist. 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

Unless the context otherwise requires, 'contract' means this Essentials Contract and the terms which you have signed; 'dentist' means your treating dentist and 'Denplan' means Denplan Limited (company number 1981238) whose registered office address is at Hambleden House, Waterloo Court, Andover, Hampshire SP10 1LQ, UK.

## 2. Treatment to which you are entitled

The contract entitles you to receive routine preventive dental care required to maintain your oral health, as determined by your dentist. This includes the visits and treatments outlined in the document entitled 'Essentials Contract'. Your dentist may review your requirements at any time.

## 3. Treatment to which you are not entitled

The contract does not entitle you to:

- Restorative treatment
- Orthodontic appliance therapy ('braces')
- The provision, repair or replacement of dental implants and related superstructures (unless you have opted for Implant Upgrade Cover, terms and conditions apply)
- 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 directly caused suddenly and unexpectedly by means of a direct external impact) although this may be covered by your Supplementary Insurance. Please refer to the Membership Booklet for further information
- Sedation fees
- Any treatment not specified by your dentist in your contract
- Referral to a specialist or specialist treatment which is necessary in the reasonable opinion of your dentist

## 4. Prescriptions and laboratory charges

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

## 5. Dental emergency arrangements and insurance entitlements

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

In addition, Denplan arranges Supplementary Insurance for you. The full Terms and Conditions of your Supplementary Insurance policy can be found in the Membership Booklet.

## 6. Alteration of monthly fees

Your dentist will normally review your monthly fee annually and your fees may change in January in any year and at other times in exceptional circumstances.

Should the fees change (for example, due to inflation, or increased material or practice running costs) you will be given at least one month's written notice (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, your dentist may change your level of plan, treatment included and associated fees by providing one month's written notice, or earlier with your consent. If you are not happy with any change in monthly fees, you have the right to terminate the agreement giving your dentist and Denplan not less than 21 days' notice, expiring on the last day of a calendar month, as detailed in condition 11.

## 7. Treatment by another dentist

The contract is with your dentist as specified in the document entitled 'Essentials Contract'. If your dentist arranges for another dentist or a locum to provide routine care on his or her 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 dentist, any associated costs will not be covered by the contract. Furthermore, where you are referred by your own dentist to a specialist, the costs will not be covered (see condition 3).

## 8. Payment

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

Where you are not the payer specified in the document entitled 'Denplan Essentials 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 the dentist (e.g. prescription fees, pharmaceutical items, laboratory charges or treatment not covered by the contract) are payable by you directly to the dentist 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 (see condition 11).

## 9. Direct Debit changes

Following a decrease in monthly fee or increase in discount available to you, your 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 (see condition 6).

## 10. Your responsibilities

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

You must ensure that you also attend your dentist for regular examinations, receive the treatment your dentist advises and you must promptly inform your dentist 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 dentist, he or she is not able to maintain your oral health due to any act or omission on your part, your dentist may end the contract immediately by giving notice to that effect.

## 11. Ending the contract

You may cancel the contract by contacting Denplan within the cancellation period, which is 14 days following conclusion of the contract. Following this period, you may end the contract by giving not less than 21 days' notice to your dentist and to Denplan, expiring on the last day of a calendar month.

Your dentist may end the contract by giving you two months' written notice expiring on the last day of a calendar month. In the event that you receive discounted treatment and you terminate this agreement within six months of receiving discounted treatment or within six months from the end of a course of discounted treatment, you may be liable to refund to the dentist the full amount of the discount offered by the dentist in relation to the treatment or course of treatment received. The initial examination fee may have to be paid for privately prior to re-registration under Denplan.

In the event that you receive discounted treatment and you terminate this agreement within six months of receiving discounted treatment or within six months from the end of a course of discounted treatment, you may be liable to refund to the dentist the full amount of the discount offered by the dentist in relation to the treatment or course of treatment received.

## 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. Insurance claims may be settled at Denplan's discretion and we reserve the right to refuse any insurance claim relating to an incident that occurred during the unpaid period.

### Non-payment of two fees

If you fail to make two successive payments, Denplan will inform you that your contract has been cancelled. Insurance cover will cease from the date of the first failed payment and no insurance claims during this period will be paid.

Insurance claims may be settled at Denplan's discretion and we reserve the right to refuse any claim relating to an incident that occurred during the unpaid period.

### Refunds

If Denplan agrees to refund your Denplan fees for any reason, your membership registration for those months will be treated as unpaid and the conditions relating to non-payment will fully apply to you. If payment has already been forwarded to your dentist we reserve the right to reclaim the corresponding payments from your dentist. You will be liable for all sums outstanding to your dentist and Denplan.

## 13. Dental records

By signing the document entitled 'Essentials Contract' you consent to the disclosure of your dental records for the purposes of any review, assessment or consideration of the care provided by your dentist which may take place under the terms of his or her 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 conditions in this Contract, for instance to take account of changes in the law, this can be done by your dentist 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. 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 dentist, you may not transfer it to another practice or dentist. If you need to change your dentist 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 dentist agreeing that he or she will provide treatment outside your entitlement under the contract.

You will be responsible for paying for such treatment but if it is, or may be, covered by the Supplementary Insurance and you act promptly to submit a claim, your dentist may allow a reasonable period for the claim to be settled before requiring payment from you.

## 17. Liabilities

Denplan Limited administers Essentials registrations and collects monthly fees on behalf of your dentist. 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 dentist. This does not affect any right or remedy you may have against your dentist.

## 18. Disputes

All Denplan member dentists 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 dentist directly. If you remain dissatisfied, Denplan offers an impartial complaints handling service for registered patients.

Your dentist must agree to participate in Denplan's complaints handling services, including an undertaking to submit any claim arising out of the contract to arbitration.

## 19. Notices

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

## 20. Third Parties

The contract is intended to confer a benefit on your dentist 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.