

Terms of Agreement for Registration to HDC Dental Membership Plan

The role of Patient Plan Direct is to provide administrative services to support the agreement between you and your dentist. This includes passing your payments onto your dentist. The following points make up the terms and conditions of your registration with your dentist. These are very important and it is recommended 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. Please remember, the agreement is with your dentist and cannot be transferred to another practice or dentist.

1. Definition of terms used

Unless the context otherwise requires, 'dentist' means your treating dentist and Haslemere Dental Practice and Patient Plan Direct (PPD) means Patient Plan Direct Ltd, a Company registered in England and Wales (company number 6905488) whose registered office address is The Health, Business and Technology Park, Runcorn, Cheshire. WA7 4EB

2. Treatment to which you are entitled. The agreement entitles you to receive, at the dentist's discretion:

Routine Examinations and Hygiene appointments at a frequency prescribed by your Dentist that meets your current oral health requirements.

3. Treatment to which you are not entitled

This membership plan is only applicable for routine hygiene and dental examinations either as combined or single visit appointments.

4. Prescriptions

The contract does not cover pharmaceutical items or prescription fees, 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, indirectly or through participation in an emergency dental cover arrangement. There will be an emergency fee and/or out-of-hours fee for this service.

In addition, as part of your registration, PPD arranges Supplementary Insurance for you via Hiscox. The full policy wording can be emailed to you if required. If you wish to have a further copy this can be obtained from the practice.

6. Alteration of monthly fee

The monthly fees are subject to change at any time. The practice will endeavour to review monthly fees once per annum whenever possible.

Should the fee change (for example, PPD admin fee increases, 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 and/or postal address)

Should your oral health change, the dentist may change your level of plan, treatment included and associated fee by providing one month's 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 dentist not less than 1 month's notice expiring on the last day of a calendar month, as detailed in condition 11.

7. Treatment by another dentist

The agreement is with your dentist. If your dentist arranges for another dentist or a locum to provide routine care on his or her behalf in the New Forest Dental Practice, this will be covered by these terms. However, where you choose to have routine or emergency care or treatment provided by a practitioner independently of your dentist, any associated costs will not be covered by these terms. 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 Haslemere Dental Practice. These fees are passed to your dentist to fund your preventative dental care. Where you are not the payer, you shall ensure that the payer pays any sum due by you under this agreement. 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 agreement) are payable by you directly to the dentist and non-payment of such amounts will constitute a breach of the terms of the agreement. Your liability to pay the monthly fee continues until your registration with Haslemere Dental Centre is ended in accordance with this Agreement.

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 the patient are wholly responsible for making and keeping appointments made with your dentist and you must pay any 'missed appointment' fee should you fail to do so. Haslemere Dental Centre will endeavour to remind you about appointments that are required to maintain your agreement however it is not their responsibility to make sure you attend in accordance with your recommended frequency. 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 agreement immediately by giving notice to that effect. This membership scheme enables the patient to spread the cost of routine hygiene and examination across a 12 month period however payments are not accumulated and patients must ensure they attend the suitable number of appointments for the plan they are registered for. Haslemere Dental Centre reserves the right to charge for any costs arising from your non-compliance with your obligations as set out in this agreement.

11. Ending the agreement

You may end the agreement by giving not less than 1 months- notice to your dentist, expiring on the last day of a calendar month.

This agreement cannot be terminated solely due to the dentist delaying treatment on a booked date (time not of the essence for performance)

Your dentist may end the agreement by giving you one month 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.

12. Non-payment

- Non-payment of one fee: If you fail to make a monthly payment, Haslemere Dental Centre will inform you accordingly and attempt to collect fees on the 10th of the month. Insurance claims may be settled at Hiscox discretion and they 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, Haslemere Dental Centre will inform you that your contract has been cancelled. Insurance cover will cease from the date of the first failed payment.
- Refunds: Under these Terms of Registration, no refunds of any previously paid amounts are allowed, so long as your consumers Statutory Rights are not affected.

13. Dental records

It is agreed that you consent to the disclosure of your dental records to the General Dental Council or the Care Quality Commission, for the purposes of any review, assessment or consideration of the care provided by your dentist 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 agreement, 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 agreement 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. Agreement not transferable to another dental practice

As the Agreement is with your dentist, you may not transfer it to another practice or dentist. You are not entitled to assign or sub-contract any rights or obligations you may have to any other person. If you are considering changing your dentist, please contact Haslemere Dental Centre who will advise you on how to cancel, ensuring your oral health is maintained.

16. Treatment outside the agreement

Nothing in these Terms of Registration prevents you and your dentist agreeing that he or she will provide treatment outside your entitlement under the agreement, which may necessitate payment of fees in addition to fees paid for any discounted treatment or fees to cover the full cost of treatment.

17. Correspondence

The agreement for this membership plan is with your dentist, however you should be aware that you may receive correspondence regarding this plan from the administrators of this membership plan (PPD) and their financial collection company First Collection Capital with an email address @emandates.co.uk.

18. Liabilities

- PPD administers Haslemere Dental Centre's registrations and collects monthly fees on behalf of your dentist. The agreement is not with PPD and PPD has no liability to you (including, without limitation, negligence, breach of

contract, defective or unsatisfactory treatment, or otherwise) in connection with any agreement it administered on behalf of your dentist. This does not affect any right or remedy you may have against your dentist.

- Haslemere Dental Centre has no liability to you if it suffers an event outside its control (including without limitation, illness, technical failure), which prevents or delays the dentist being able to perform his/her obligations.
- Haslemere Dental Centre has no liability to you if its failure or delay in performance is because it is not given the correct information or cooperation by you.
- Although this agreement is between you and your dentist, Haslemere Dental Centre has no liability to you including, without limitation, negligence, breach of contract, defective or unsatisfactory treatment or otherwise. This does not affect any right or remedy you may have against your dentist.
- The patient is not entitled to refunds or to carry funds over year on year. Patients are responsible for making and attending the number of appointments prescribed as part of their plan.

19. Disputes

All 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/ Haslemere Dental Centre.

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 these Terms 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.

Declaration

I hereby accept the above agreement. I confirm that I have read the treatment to which I am entitled to in the terms above.

Patient's Signature Date:
(Parent/Guardian if patient is under 18)

Dentist's Signature Date: