

## **Terms and Conditions of Tycoch Dental Centre Pay As You Go**

The purpose of this document is to set out the terms of the agreement for treatment between the person signing this document and the dental practice (Tycoch Dental Centre). This document details the treatment to which the patient is entitled to and the patient's obligations to the dental practice under the scheme. This document has been designed to clearly explain the operation of the scheme to the Payer. However, if you have any questions about the scheme, please do not hesitate to discuss them with us and we will only be too pleased to advise you, before signing this agreement. Please read the terms and conditions set out below very carefully and if you are happy to proceed, sign the agreement form and return it to the dental practice. An additional copy of the agreement is available upon request. By signing a copy of this agreement you are agreeing to be bound by the terms and conditions contained in it.

### **Definitions in this agreement;**

- ❖ Dental Practice means Tycoch Dental Centre, 79 Carnglas Road, Tycoch, Swansea SA2 9BL
- ❖ The Payer means the person signing the agreement on behalf of the patients
- ❖ The Patients means the patients listed at the end of this document

### **1. Operation of the scheme**

The Tycoch Dental Centre Pay As You Go Scheme allows you to pay for each item of treatment as you have it done. There is no initial joining fee or monthly direct debit payment associated with the scheme.

**If you do not attend the practice for a period of two years from your initial New Patient Examination appointment, then you will be treated as a new patient again. You will subsequently require a full new patient examination instead of a routine annual examination appointment.**

### **2. Assignment**

The agreement is personal to the Payer and the dental practice named in it. It may not be transferred or assigned to another dentist or dental practice. If the patient receives treatment from another dentist that was not arranged by the dental practice it will not be covered by the scheme and the patient will have to pay the other dentist's fees and charges themselves.

### **3. Treatment that is covered under the scheme**

There are no specific treatments provided under the scheme. Treatment is provided on an as needed basis.

### **4. Emergency Treatment**

The dental practice will provide reasonable access to emergency treatment outside of normal practice hours. The dental practice at its discretion may either provide this treatment itself or through another dentist via prior arrangement. More details are set out in clause 8.

### **5. Treatment that is not covered by the scheme**

There are no specific treatments not available under the scheme, but if the practice does not or is unable to provide a specific treatment, then the patient will be referred to another practitioner for treatment.

### **6. Paying for treatment that is not available under the scheme**

The patient will be responsible for paying for any treatment or specialist services directly to the providing dental practitioner or specialist involved. The patient will be responsible for paying for any referral to these services to the dental practice.

### **7. Treatment given by another dentist**

The scheme only covers treatment that is either provided or arranged by the dental practice. If the patient receives treatment from another dentist, the cost of the treatment will have to be paid for by the patient themselves.

### **8. Specialist treatment**

The plan does not include payment of costs for either referral to a specialist or treatment from a specialist. If a patient requires referral to a specialist or treatment from a specialist then the patient will have to pay for the referral or treatment themselves.

### **9. Disclosure of records**

Upon signature of this agreement the patient consents to the disclosure of the patients dental and other records for the purposes of any treatment, examination or review of

dental health care provided by the dental practice under this agreement. The patients records will only be disclosed for these purposes and no other purpose without the patients express written consent.

## **10. Consent for use of Photographs and X-rays (radiographs)**

As part of our dental treatment we often take photographs and x-rays (radiographs) of your face, mouth and teeth. The photographs might be used for:

1. Clinical purposes relating to your treatment and kept with your confidential dental records
2. For teaching purposes with dental students
3. For demonstrating clinical techniques at scientific lectures
4. In papers published in scientific journals.
5. Occasionally we will want to use some photographs for promotion of the practice in printed media or digitally on our website and social media channels (such as Facebook & Twitter).

By signing these terms and conditions you agree to the photographs being taken by the Tycoch Dental Centre and consent to their use for the purposes described above. You understand that their use will be in accordance with the 1998 Data Protection Act and that the photographs will be made anonymous when used for any purpose not directly related to your dental care. You understand that this involves obliterating the eye area of the photographs so that you cannot be personally identified when they are used in lectures or publications

If, for whatever reason, the photograph cannot be adapted to preserve your identity, N Davison of the Tycoch Dental Centre will contact you to explain the reasons and seek your consent for use of the photographs. You understand that the photographs will not be used in these circumstances unless your consent is obtained.

## **11. Payment of fees**

Full payment is taken in advance of any treatment provided.

## **12. Dispute Resolution**

This dental practice is obliged to maintain an internal complaints procedure. Should the patient be dissatisfied with the care that they received they should raise the matter with **Dr Nick Davison**

## **13. The patient's obligation**

1. Keep all appointments made with the dental practice for treatment or examination.

2. If you are unable to attend an appointment it is a requirement under the plan or otherwise that you let the dental practice know at minimum of one full working day to your scheduled appointment to allow us to re-schedule your appointment. Failure to do so will result us applying a failed to attend charge for the wasted appointment. This is priced at **£20.00 per 10 minutes**.
3. Inform the dental practice as soon as possible of any incident or problem affecting their health or anything that may potentially affect their dental health.

If the patient does not comply to any of the above requirements then the patient will not be entitled to receive treatment under the terms of the scheme. The patient will become personally liable to pay the fees charged by the dental practice for treatment provided to correct any problem with the patients dental health that the patient previously knew about but of which failed to inform the dental practice. If in the reasonable opinion of the patients dentist it is no longer possible to maintain the patients dental health because of something that the patient has done or something that the patient has failed to do, then the dental practice may end this agreement immediately by giving the patient written notice to that effect.

#### **14. Varying this Agreement**

The terms and conditions of this agreement may be varied by the dental practice after they have provided the Payer with 2 months written notice of their intention to vary the agreement. Such notice will be deemed to have been received on the second day after posting by first class post. If the Payer does not wish to accept the variation then the Payer may terminate this agreement by giving 21 days clear written notice to the dental practice. If the Payer does not give notice within the time allowed by this paragraph then the Payer will be taken to have variation accepted to the agreement.

#### **15. Terminating this Agreement**

The Payer may end this agreement by giving no less than 21 days clear written notice to the dental practice. The Dental Practice will send a written reply acknowledging your wish to terminate your contract with the Dental Practice.

The dental practice may end this agreement by giving the Payer written notice. Such notice will expire of the last day of the month after 2 months of notice having been sent or the completion of an outstanding course of treatment, whichever event occurs last. Such notice will be deemed to have been received on the second day after posting by first class post.

## 16. Governing Law and Jurisdiction

English & Welsh law shall apply to this agreement and both the Payer and the dental practice agree to submit to the exclusive jurisdiction of the English, Irish, Scottish & Welsh courts.

## 17. Severance

If any provision of this agreement is held by a court or other competent authority to be invalid or unenforceable in whole or part the validity of the other provisions of this agreement and the remainder of the provision in question shall not be affected.

We have agreed that we will inform you with your date of registration with the practice, after we have received your completed Terms and Conditions.

NAME of Patients covered:

- |        |        |
|--------|--------|
| 1..... | 4..... |
| 2..... | 5..... |
| 3..... | 6..... |

I hereby accept the above offer. I confirm that I have read and understood the care agreement.

*Name* ... ..  
*Date*.....

*Signature* ... ..