

Terms and Conditions of Tycoch Dental Centre Essential Plan

The purpose of this document is to set out the terms of the agreement for treatment between the person signing this direct debit (Payer) and the dental practice (Tycoch Dental Centre). This is a payment plan to budget for the patients listed at the end of this document (Patients) dental health care treatment, as outlined in section 3. This document details the treatment to which the patient is entitled to and the patient's obligations to the dental practice under the plan. This document has been designed to clearly explain the operation of the plan to the Payer. However, if you have any questions about the plan, 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 and to be a member of the plan for a minimum period of twelve months.

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 plan

The dental practices operate a plan to allow the Payer to budget for certain aspects of dental treatment available to the patients by collecting a monthly direct debit from the Payer each month from the date of signing this agreement. This type of plan is commonly known as a monthly dental payment plan. The agreement for treatment is between the Payer and the dental practice. All outstanding payments for treatment of patients must be paid in full before joining the plan.

The plan is for a minimum twelve month contract. The plan and contract will continue automatically, being rolled over each year until stopped by the Payer or the Dental Practice. Each monthly payment will be debited on the 26th of each month. If the 26th falls on a weekend or Bank holiday, the payment will be debited on the last full working day before the weekend or Bank Holiday.

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 plan and the patient will have to pay the other dentist's fees and charges themselves.

3. Treatment that is covered under the plan

Under the plan arrangement the patient is entitled to receive the following: - with exceptions of treatment as detailed in paragraph 6 below.

- ◆ One Annual Dental Examination
- ◆ One Annual Scale and Polish
- ◆ One Oral Hygiene visit
- ◆ Mouth Cancer check
- ◆ Unlimited intraoral (inside the mouth) X-rays
- ◆ Prescriptions for Antibiotics
- ◆ Temporary emergency treatment and temporary fillings
- ◆ Consultation Appointments
- ◆ NHS and Private Referrals
- ◆ Photographs
- ◆ A 15% Discount on Treatment fees
- ◆ Free Annual Children's Examination (Under 18)

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 plan

The following treatments are not included under the terms of the plan;

- ◆ Permanent Fillings – Metal or White
- ◆ Children's Treatment

- ◆ Preventative Treatment – Fissure sealant, Preventative resin restoration
- ◆ Panoramic X-Ray
- ◆ Dentures – Metal or plastic
- ◆ Crowns, Bridges, Veneers, Inlay, Onlay
- ◆ Root Canal Therapy
- ◆ Additional Scale & Polish
- ◆ Surgical Treatment & Extractions
- ◆ Toothbrush for life Membership
- ◆ Cosmetic Dentistry
- ◆ Orthopaedic and Orthodontic Treatment
- ◆ Tooth Whitening
- ◆ Fluoride application
- ◆ Any treatment that has commenced prior to entering into this agreement
- ◆ Any treatment other than that specified under the plan
- ◆ Treatment which in the dental practice's opinion is not clinically required
- ◆ Treatment given elsewhere than at the dental practice
- ◆ Treatment given by another dentist that the dental practice has not arranged on the behalf of the patient
- ◆ Pharmaceutical and laboratory charges
- ◆ Periodontal Treatment

Periodontal Treatment (Advanced Gum Disease)

Why we don't include it in our practice plans

Advanced gum disease (Periodontal disease) varies in severity from person to person and as a result people require different treatment strategies. It is difficult for us to formulate a standard treatment plan for all the potential treatments required and incorporate this into the practice plans.

Some treatments may involve deep scaling, others root planing or periodontal surgery. It is better that we create custom treatment plans based on the need of each individual patient and not be confined to a standard treatment plan that may not address the patients needs.

6. Paying for treatment that is not covered by the plan

Nothing in this agreement prevents the patient from receiving treatment from the dental practice that is not paid for under the plan. However, the patient will be responsible for paying for any treatment or charges not covered by the plan.

7. Treatment given by another dentist

The plan only covers treatment that is either provided or arranged by the dental practice. It will therefore cover treatment given to the patient by a dentist who is not associated with the dental practice provided that the dental practice has arranged this treatment on the patient's behalf. However, if the patient receives treatment from another dentist that was not arranged by the dental practice, the cost of the treatment will not be met by the plan and the patient will have to pay for this treatment themselves.

8. Specialist treatment

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

1. The dental practice will provide the Payer with a direct debit form to cover the patient's treatment under the plan.
2. The Payer should sign the direct debit form and return it to the dental practice. Any payment for treatment or items not included within the plan should be made directly to the dental practice.
3. The monthly direct debit will continue to be collected by the dental practice until the agreement has been terminated in accordance with the provisions of this agreement. Except in the case of an administrative error on the part of the dental practice no refund of any payment made under these terms and conditions will be allowed.

12. Variation of direct debits

If it is necessary for the Payer monthly direct debit to be varied the Payer will be given two months notice of the need for variation.

13. Missing a Direct Debit Payment

If a Payer fails to pay a monthly fee within 1 month of it falling due, the dental practice will contact the Payer to review the situation. If the Payer fails to make 2 successive payments without good reason this agreement will be terminated by the dental practice immediately. The patient will then be personally liable for any fees payable to the dental practice.

14. 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**

15. 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 plan. 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.

16. 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.

17. 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. It will outline how many

payments of your twelve month rolling contract payments are outstanding, any outstanding treatment fees and the total amount that needs to be paid to the Dental Practice. The Dental Practice will also inform you of the date of the cancellation of the Direct Debit payments to the 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.

18. 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.

19. 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 and Direct Debit mandate form.

Total amount to be debited monthly is £10.50 per adult = (Please fill in total amount)

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

Signature

Date.....