

Patient Agreement



with your smile in mind

THIS AGREEMENT IS MADE BETWEEN:

Dencap Limited of 543-547 Anlaby Road, Hull, HU3 6HP and the Patient named below.
This Agreement is made for the benefit of the Patient:

Mr/Mrs/Miss/Other Forename(s) Surname

Address

Postcode Birth

Telephone (landline) Telephone (mobile) Email

Dentist Name (under contract for services with 543 Dental Centre Ltd.) Number

Payer

(if different from Patient)

Name

Address

Postcode Contact Telephone Number

Scheme

Monthly Quarterly Annual

£ month fee

Date of Commencement of Agreement (to be completed by Dencap Ltd.)

Direct Debit*

Insurance Broking Finance Ltd Instruction to your Bank or Building Society to pay Direct Debit

Please fill in this form and send it to your Bank or Building Society. Name and full postal address of your Bank or Building Society. To: The Manager, Address, Postcode, Branch Name, Bank/Building Society account number.

Originator's Identification Number: 67959 (for office use only)

Please pay Insurance Broking Finance Ltd Direct Debits from the account detailed in this instruction subject to the safeguards assumed by the Direct Debit Guarantee. I understand that this instruction may remain with Insurance Broking Finance Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

Date

DDI4

THE DIRECT DEBIT GUARANTEE

- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Insurance Broking Finance Ltd will notify you 12 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Insurance Broking Finance Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch for the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

Insurance Broking Finance Ltd. Registered in England No. 04981657. Registered Office: Affinity House, Bindon Road, Taunton TA2 6AA.

Alternative payment method agreed?

This is our standard agreement upon which we intend to rely. For your own benefit and protection you should read these terms, which continue overleaf, carefully before signing them. By signing this form you are also consenting to the use of personal information as

described in clause 4.1 overleaf and are opting to receive marketing information. Please note the provisions of clause 3.6 in particular if you are not paying by your own Direct Debit.

Patient Signature Date

If you do not understand any point or do not wish to receive marketing information please ask us for further information.

FOR OFFICE USE ONLY:

Date Time

Dencap is a trading name of Dencap Ltd., 543-547 Anlaby Road, Hull, HU3 6HP. Registered in England and Wales No. 05640362

Agreement Terms (continued from overleaf)

1. Fees payable by the Patient or the Payer

- 1.1 The Patient will, or if a Payer is named overleaf will procure that the Payer will, pay Dencap Limited the fee specified overleaf monthly in advance for the dental services listed in clause 2.3 to be provided to the Patient ("the Services").
- 1.2 Payments will be taken by Direct Debit, through Insurance Broking Finance Limited (CRN 4981657 a company registered in England whose registered office is at Affinity House, Bindon Road, Taunton, Somerset, TA2 6AA), who administer the direct debit facility on behalf of Dencap Limited.
- 1.3 Payments will be taken on or shortly after the first day of each month.
- 1.4 The first monthly payment may be taken up to 2 months after the date of commencement of this Agreement due to the length of time it takes to complete certain administrative tasks and may therefore consist of a "double payment" to include payment for the first and second months.
- 1.5 Dencap Limited may, in its sole discretion, agree in writing to payment of the fees specified in clause 1.1 other than by monthly Direct Debit, in which case these terms and conditions shall apply other than to the extent varied by agreement in writing between Dencap Limited and the Patient.

2. Patient's Oral Fitness and Services to be procured by Dencap Limited

- 2.1 The Patient must be orally fit before commencement of provision of the Services. Prior to entering into this Agreement the Patient will have submitted to an examination by the Dentist to determine whether the Patient is orally fit.
- 2.2 In consideration of the Patient agreeing to comply with its obligations under this Agreement, Dencap Limited agrees to procure the provision of the Services to the Patient at 543 Anlaby Road, Hull, HU3 6HP during normal surgery opening hours or at such other time as Dencap Limited agrees either through the Dentist named in this Agreement or another suitably qualified person under contract for Services or locum arrangement with 543 Dental Centre Limited.

2.3 Subject to the terms of this Agreement:

(a) if the Agreement specifies that the Patient has joined the Safe Scheme the Services to be provided to the Patient are:

- Up to 2 check-up examinations per year
- Up to 2 dental hygiene visits per year including oral hygiene advice (the 2 dental hygiene visits and oral hygiene advice to comprise up to an aggregate of 30 minutes per year)
- All necessary X-rays, temporary treatment for emergencies and dental pain and planning for future dental needs
- Assessment of emergencies and dental pain within 24 hours of the Patient successfully notifying Dencap Limited of the requirement for an appointment
- Amalgam fillings on premolars and molars and white fillings on canines and incisors, in each case to the extent judged clinically necessary in the reasonable opinion of the Dentist
- 30% discount on the price of crowns, bridges, extractions, root canal treatment, plastic and chrome dentures, dental treatment that is purely cosmetic or that in the reasonable opinion of the Dentist is judged not to be clinically necessary and prolonged periodontal treatment and all associated laboratory fees
- Rectification of any defects in workmanship and materials in respect of work carried out under this Agreement arising within 24 months of completion of the work
- Treatment following accidents & emergencies
– **Please note that this is conditional upon Dencap Limited confirming that the cost of such treatment under the terms of the insurance policy it has taken for these purposes from time to time ("Insurance Policy") will be met in full by the Insurance Policy on a case-by-case basis and is subject to the terms and conditions, limitations and exclusions contained in the Insurance Policy. The Patient may be entitled to receive treatment from a third party dentist for emergencies whilst temporarily away (including overseas), subject to the terms, conditions, limitations and exclusions of the Insurance Policy. A copy of the current Insurance Policy will be sent to the Patient with a joining pack following signature of this Agreement and is available for inspection at Dencap Limited's premises. If the terms of the Insurance Policy are changed Dencap Limited will notify the Patient in writing of such changes. By signing this Agreement the Patient confirms that the Patient has been asked to read the Insurance Policy at Dencap's premises before signing this Agreement.**

(b) if the Agreement specifies that the Patient has joined the No Worries Scheme the Services to be provided to the Patient are the same as those specified in clause 2.3(a) other than:

- Routine dental treatment, crowns, bridges, inlays, plastic and chrome dentures, extractions and root canal treatment (in each case to the extent judged clinically necessary in the reasonable opinion of the Dentist) are included within the fees specified in clause 1.1
- There is no discount in respect of laboratory fees, which must be paid in full in accordance with clause 2.5

2.4 For the purposes of clause 2.3, a year begins on the date of commencement of this Agreement and each anniversary of that date.

2.5 This Agreement does not cover the cost or provision of Invisalign, Clearstep and orthodontic appliance therapy, dental implants and related superstructures, treatment which is under sedation, Valplast dentures, Lumineers, laboratory fees, specialist referrals, pharmaceutical items, prescription fees, missed appointment charges or any other treatment not specifically listed in clause 2.3. These treatments will be charged to the Patient and are payable at the time of treatment, subject to terms or conditions applicable to the sale of such treatments.

3. Responsibilities of the Patient

The Patient:

- 3.1 must pay or, if a Payer is named overleaf, procure that the Payer pays, all fees specified in clause 1.1 or as varied in accordance with clause 6.1 and the Patient must pay all other fees due under this Agreement. **If any fees due under this Agreement are not paid by the due date for payment, Dencap Limited may terminate this Agreement and/or suspend the Services and all other benefits under this Agreement without further notice.**
- 3.2 is responsible for ensuring that the Patient makes all appropriate appointments with the Dentist. There will be no refunds for any "unused" Services, nor can the Services be carried forward from one year to another.
- 3.3 must keep appointments made with the Dentist or pay the Dentist's fee from time to time for missed appointments. The missed appointments fee at the date of this Agreement is £10. The missed appointments fee will not be charged if the Patient cancels and rearranges an appointment at least twenty four hours before the date of the appointment. For the purposes of this clause 3.3 a missed appointment is one where the Patient does not make himself or herself available at the surgery of 543 Dental Centre Limited within 15 minutes of the arranged time.

3.4 must ensure that the Patient attends regular check-up examinations, receives all treatment the Dentist advises and informs the Dentist of any injury, problem or material matter affecting the Patient's oral health. If the Patient does not comply with this clause 3.4 and subsequently requires treatment which could reasonably have been avoided had the Patient complied, the Patient may be charged in full for such treatment even if some or all of such treatment would have otherwise formed part of the Services.

3.5 must inform Dencap Limited immediately of any changes to the Patient's and, if applicable, the Payer's, contact or banking details.

3.6 warrants that (if a Payer is specified overleaf) the Patient has obtained the agreement of the Payer: (1) to pay the fees specified in clause 1.1 (as may be varied in accordance with clause 6.1) in accordance with clause 1; and (2) to the use of the Payer's information in accordance with the terms of this Agreement.

4. Administration & Data Protection

4.1 Administration of this scheme is undertaken on behalf of Dencap Limited by Lloyd & Whyte Limited (CRN 3686765, a company registered in England whose registered office is at Affinity House, Bindon Road, Taunton, Somerset, TA2 6AA) in respect of administering the scheme/arranging the Insurance Policy and by Insurance Broking Finance Limited in respect of collection of Direct Debits. The Patient's and the Payer's personal details will not be used by these companies for any other reason. Dencap Limited, 543 Dental Centre Limited and the Dentist will use the information the Patient and/or the Payer provides for the purpose of administering this Agreement and providing or procuring the provision of dental care to the Patient. Information provided by the Patient and/or the Payer will be kept for as long as Dencap Limited is legally obliged to do so, and in any event for not less than eleven years from the date of commencement of this Agreement specified overleaf. **By signing this Agreement the Patient consents, and agrees to procure that the Payer consents, to the Patient's and the Payer's personal information being used as set out in this clause 4.1 and, unless the Patient or the Payer indicates otherwise, is opting, and is opting on behalf of the Payer, to receive marketing information from Dencap Limited, 543 Dental Centre Limited and the Dentist.**

4.2 Lloyd & Whyte Limited and Insurance Broking Finance Limited are not party to this Agreement and as such have no liability to the Patient or the Payer (whether in respect of negligence, breach of contract, defective or unsatisfactory treatment or otherwise) but they may rely on the provisions of this Agreement despite the terms of the Contracts (Rights of Third Parties) Act 1999.

5. Queries, Complaints & Liability

5.1 Any queries or complaints should be made in writing to Dencap Limited at 543 Anlaby Road, Hull, HU3 6HP. Such queries and complaints will be treated fairly and promptly.

5.2 Nothing in this Agreement limits or excludes Dencap Limited's liability for death or personal injury caused by Dencap Limited's negligence.

5.3 Subject to clause 5.2, Dencap Limited's aggregate liability to the Patient and the Payer for all claims made in connection with this Agreement is limited to a sum equal to the higher of £2,000 or 150% of the total fees paid by the Patient and the Payer to Dencap Limited in respect of the Patient in the 12 months preceding the latest such claim.

5.4 Subject to clauses 5.2 and 5.3 and the other terms of this Agreement, Dencap Limited has no liability to the Patient or the Payer in respect of negligence of the Dentist.

6. Changes to this Agreement

6.1 Dencap Limited may change the monthly fees payable under clause 1.1 or the Services to be provided under clause 2.3 or any aspect of the Scheme or any term of this Agreement at any time on giving at least three months' prior written notice to the Patient, such change to take effect on or after expiry of the notice.

6.2 Any notice given under clause 6.1 will be deemed served 48 hours after it is sent by first class post to the Patient's address specified in this Agreement or such other address as the Patient notifies to Dencap Limited in writing from time to time.

7. Termination of this Agreement

7.1 Dencap Limited or the Patient can terminate this Agreement at any time on giving at least three months' prior written notice to the other. The Patient may terminate this Agreement on giving at least two months' prior written notice within one month of receiving a notice from Dencap Limited under clause 6.1 that the monthly fees shall be increased or the scope of the Services reduced or any aspect of the Scheme changed or the terms of this Agreement amended. All such notices shall be deemed to be served 48 hours after they are sent by first class post to the address of the intended recipient specified in this Agreement or such other address as is notified to the other party in writing from time to time.

7.2 On termination of this Agreement for any reason:

- All Services and benefits under this Agreement will cease to be provided immediately.
- There will be no refund for any "unused" Services.

8. Change of Dentist

8.1 Without prejudice to Dencap Limited's rights under clause 2.2 the Patient may request to change to a different dentist under a contract for services with 543 Dental Centre Limited. If Dencap Limited agrees in writing to the change and if that dentist agrees to treat the Patient under this Agreement the new dentist shall become the Dentist for the purpose of this Agreement.

8.2 If the Patient receives treatment from a dental practice other than 543 Dental Centre Limited or from any person other than the Dentist or another suitably qualified person under contract for services or locum arrangement with 543 Dental Centre Limited, the Patient acknowledges and agrees that such treatment shall not be covered by this Agreement. The Patient may be entitled to receive treatment from a third party dentist for emergencies whilst temporarily away (including overseas), subject to the terms, conditions, limitations and exclusions of the Insurance Policy.

8.3 Nothing in this Agreement gives any person who is not a party to it any right to enforce any of its terms. Dencap Limited may transfer the benefit of this Agreement to any third party. The Patient may not transfer the benefit of this Agreement.

9. General Provisions

9.1 These terms and conditions, together with leaflet DEN2A/APR09 and such other written terms as Dencap Limited communicates to the Patient prior to entering into this Agreement, constitute this Agreement, being the entire agreement between the Patient and Dencap Limited. In the event of any conflict or inconsistency between these terms and conditions, the leaflet and such other written terms the following order of precedence shall apply to the extent of such conflict or inconsistency: such other written terms, these terms and conditions, the leaflet. This Agreement supersedes any previous agreement between the Patient, the Payer (if any) and Dencap Limited in relation to the subject matter of this Agreement.

9.2 Dencap Limited and the Patient agree that this Agreement is governed by and construed in accordance with English Law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.