

84700 Dencap – Application Form

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

Patient Details:

Title:	Forename(s):	Surname:	D.O.B.:	Dentist: (under contract for services with 543 Dencap Limited)																				
Address:		<table border="1"> <tr> <th colspan="4">To be completed by Dencap Limited</th> </tr> <tr> <td>Date of Commencement:</td> <td>Reg. Fee:</td> <td colspan="2"></td> </tr> <tr> <td>Telephone (landline):</td> <td>Telephone (mobile):</td> <td>Safe</td> <td>No Worries</td> </tr> <tr> <td>Email:</td> <td>Patient Number (if known):</td> <td colspan="2"></td> </tr> <tr> <td colspan="2"></td> <td>Month:</td> <td></td> </tr> </table>			To be completed by Dencap Limited				Date of Commencement:	Reg. Fee:			Telephone (landline):	Telephone (mobile):	Safe	No Worries	Email:	Patient Number (if known):					Month:	
To be completed by Dencap Limited																								
Date of Commencement:	Reg. Fee:																							
Telephone (landline):	Telephone (mobile):				Safe	No Worries																		
Email:	Patient Number (if known):																							
		Month:																						
Postcode:																								
Scheme: (please circle as applicable)																								
Month:																								

Payment Details: (please also complete the attached Direct Debit form)

Bank Name:	Sort Code:	Account Number:
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Payer Details: (if different from Patient details)

Title:	Forename(s):	Surname:
Address:		
Postcode:		
Telephone (landline):		

AGREEMENT: This Application Form and the Agreement Terms overleaf form part of an Agreement upon which we intend to rely. For your own benefit, you should read this Application Form, the Agreement Terms, the Supplementary Insurance Policy (referred to in clause 2.3(a) of the Agreement Terms) and the Leaflet (referred to in clause 9.1 of the Agreement Terms). By signing this Application Form you are agreeing to be bound by the Agreement Terms and to the use of personal information as described in clause 4.1 of the Agreement Terms and are opting to receive marketing information. Please refer to clause 3.6 of the Agreement Terms in particular if you are not paying by your own Direct Debit. **If you do not understand or do not wish to receive marketing information please ask for further details before signing this Application Form.**

DEMANDS AND STATEMENT: The Supplementary Insurance Policy is designed to meet the demands and needs of patients who require insurance cover for treatment costs arising from dental injury or emergency. That Policy is implemented in connection with your membership of a Dencap Scheme and is mandatory. No recommendation has been made in connection with the Supplementary Insurance Policy.

Patient Signature:	Print Name:	Date:
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FOR OFFICE USE ONLY:	Date:	Time:	Dencap is the trading name of Dencap Ltd., 543-547 Anlaby Road, Hull, HU3 6HP. Registered in England and Wales No. 05640362
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Dencap – Agreement Terms

1. FEES PAYABLE BY THE PATIENT OR THE PAYER

- 1.1 The Patient will, or if a Payer is named on the Application Form overleaf will procure that the Payer will, pay to Dencap Limited:
 - (a) the monthly fee specified on the Application Form monthly in advance for the dental services listed in clause 2.3 to be provided to the Patient (“the Services”); and
 - (b) the registration fee specified on the Application Form, which is payable on signature of the Application Form in accordance with clause 1.4.
- 1.2 Payments will be taken by Direct Debit, through a third party appointed from time to time by Dencap Limited to administer the Direct Debit facility and certain aspects of the dental schemes offered by Dencap Limited (“Schemes”), such third party operating under contract with Dencap Limited and being referred to as “the Scheme Administrator” for the purposes of this Agreement.
- 1.3 Payments will be taken on or shortly after the first day of each month.
- 1.4 The registration fee and the first payment of the monthly fee 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 of the monthly fee for the first and second months as well as the registration fee.
- 1.5 Dencap Limited may, in its sole discretion, agree in writing to payment of the monthly fees and/or registration fee specified in clauses 1.1(a) and 1.1(b) respectively 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 Dencap Limited offers three Schemes: **Dencap No Worries**, **Dencap Safe** and **Dencap Secure**. The Scheme which the Patient wishes to join is specified on the Application Form. If the Patient wishes to join the **Dencap No Worries Scheme**, the Patient must be orally fit before commencement of provision of the Services and 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. If the Patient wishes to join the **Dencap Safe Scheme** then the Patient must be orally fit before the commencement of the provision of the Services and will, if requested by Dencap Limited, have submitted to an examination by the Dentist to determine whether the Patient is orally fit. There is no requirement to be orally fit or to submit to an examination in respect of the **Dencap Secure Scheme**.

- 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 543-547 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 this Agreement specifies that the Patient is joining the **Dencap Secure 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
 - 20% discount on all other dental treatments, except those specified in clause 2.5
 - 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 it is for the Patient to determine the extent to which the cost of such treatment will be met by an insurance policy arranged for the benefit of the Patient by the Scheme Administrator (the “Supplementary Insurance Policy”). The Dentist will provide estimated treatment costs to either the Patient, the Scheme Administrator or the insurers underwriting the Supplementary Insurance Policy (“Insurers”) where required. The Patient may be entitled to receive treatment from a third party dentist for accidents and emergencies whilst temporarily away from home or overseas, subject to the terms, conditions, limitations and exclusions of the Supplementary Insurance Policy. A separate copy of the current Supplementary Insurance Policy will be sent to the Patient following signature of this Agreement for the Patient's records and is also available for inspection at Dencap Limited's premises. If the terms of the Supplementary 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 Supplementary Insurance Policy at Dencap Limited's premises before signing this Agreement.

- (b) if this Agreement specifies that the Patient is joining the **Dencap Safe Scheme** the Services to be provided to the Patient are the same as those specified in clause 2.3(a) and in addition:
 - 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
 - 20% 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
- (c) if this Agreement specifies that the Patient is joining the **Dencap No Worries Scheme** the Services to be provided to the Patient are the same as those specified in clauses 2.3(a) and 2.3(b) 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(a)
 - There is no discount in respect of laboratory fees, which must be paid in full.

- 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, 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 any 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 on the Application Form, procure that the Payer pays, all fees specified in clause 1.1(a) and 1.1(b) 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 on the Application Form) the Patient has obtained the agreement of the Payer: (1) to pay the fees specified in clause 1.1(a) and 1.1(b) (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 Certain aspects of the administration of the Scheme are undertaken on behalf of Dencap Limited by the Scheme Administrator. The Scheme Administrator also arranges the Supplementary Insurance Policy and the collection of Direct Debits. Details of the Scheme Administrator from time to time are available on request. The Patient's and the Payer's personal details will not be used by the Scheme Administrator or the Insurers 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 on which this Agreement is terminated. **By entering into 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 The Scheme Administrator is not a party to this Agreement and as such has no liability to the Patient or the Payer under this Agreement (whether in respect of negligence, breach of contract, defective or unsatisfactory treatment or otherwise) but the Scheme Administrator may rely on the provisions of this Agreement.

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(a) 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:
 - (a) all Services and benefits under this Agreement will cease to be provided immediately; and
 - (b) 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 accidents and emergencies whilst temporarily away from home or overseas, subject to the terms, conditions, limitations and exclusions of the Supplementary 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 For the purposes of this clause 9.1 “the Leaflet” is either (a) leaflet reference number DSC1210 (if the Patient is joining the **Dencap Secure Scheme**), (b) leaflet reference number DSF1210 (if the Patient is joining the **Dencap Safe Scheme**), or (c) leaflet reference number DNW1210 (if the Patient is joining the **Dencap No Worries Scheme**). These Agreement Terms, the Application Form, the Leaflet 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 relation to its subject matter. In the event of any conflict or inconsistency between these Agreement Terms, the Application Form, 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, the Application Form, these Agreement Terms, 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.