

# Dencap for kids – Agreement Terms

## 1. FEES PAYABLE BY THE QUALIFYING MEMBER

- 1.1 The Qualifying Member and Dencap Limited acknowledge that, subject to the terms of this Agreement, no fee is payable by the Qualifying Member in respect of the dental services listed in clause 2.3 to be provided to the Patient (“the Services”).
  - 1.2 Subject to clause 1.1, the Qualifying Member acknowledges that the Qualifying Member is liable to pay any fees incurred in respect of services or treatment received by the Patient including but not limited to in accordance with clauses 2.5, 3.3 and 3.4.
- ## 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 Qualifying Member will procure that 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 Qualifying Member agreeing to comply, and to procure that the Patient agrees to comply, with their respective 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 the Services to be provided to the Patient are:
    - Up to 2 check-up examinations per year
    - Dental hygiene visits and advice if required in the reasonable opinion of the Dentist (up to an aggregate of 30 minutes per year)
    - Amalgam fillings on premolars and molars, white fillings on canines and incisors, in each case to the extent judged clinically necessary in the reasonable opinion of the Dentist
    - 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 or the Qualifying Member successfully notifying Dencap Limited of the Patient’s requirement for an appointment
    - 20% discount on the price of fluoride treatments, fissure sealants, 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
    - 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
    - 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.
  - 2.4 For the purposes of clause 2.3, a year begins on the date of this Agreement and each anniversary of that date.
  - 2.5 This Agreement does not cover the costs 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, laboratory fees, missed appointment charges, or any dental treatment not specifically listed in clause 2.3. These will be charged to the Qualifying Member and are payable at the time of treatment, subject to terms or conditions applicable to the sale of such treatments.

- ## 3. RESPONSIBILITIES OF THE QUALIFYING MEMBER
- The Qualifying Member:
- 3.1 must pay all fees due under this Agreement as may be varied in accordance with clause 6.1. **If any fees due under this Agreement are not paid in full by the due date for payment Dencap Limited may terminate this Agreement and/or suspend provision of 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 procure that the Patient keeps appointments made with the Dentist or the Qualifying Member will be liable to 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 or Qualifying Member 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 procure that the Patient attends regular checkup examinations, receives all treatment the Dentist advises and promptly informs the Dentist of any injury, problem or material matter affecting the Patient’s oral health. If the Qualifying Member does not comply with this clause 3.4 and the Patient subsequently requires treatment which could reasonably have been avoided had the Qualifying Member complied, the Qualifying Member 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 or the Qualifying Member’s contact details.
  - 3.6 warrants that the Qualifying Member is a member of a dental scheme operated by Dencap Limited and acknowledges that Dencap Limited may terminate this Agreement at any time in accordance with clause 7.3 if the Qualifying Member ceases to be a member.
  - 3.7 warrants that the Qualifying Member is over 18 years old and is responsible for the care of the Patient and has authority to enter into this Agreement.

- ## 4. ADMINISTRATION & DATA PROTECTION
- 4.1 Certain aspects of the administration of the dental schemes offered by Dencap Limited (“Scheme”) are undertaken on behalf of Dencap Limited by a third party appointed from time to time under contract with Dencap Limited (the “Scheme Administrator”). Details of the Scheme Administrator from time to time are available on request. The Scheme Administrator, Dencap Limited, 543 Dental Centre Limited and the Dentist will use the information the Patient and/or the Qualifying Member provides for the purpose of administering this Agreement and providing or procuring the provision of dental care to the Patient. The Patient’s and the Qualifying Member’s personal details will not be used by the Scheme Administrator for any other reason. Dencap Limited will send all correspondence including but not limited to notices in relation to this Agreement to the Qualifying Member. Information provided by the Qualifying Member and/or the Patient will be kept for as long as Dencap Limited is legally obliged to do so and, in any event, not less than eleven years from the date on which this Agreement is terminated. **By entering into this Agreement the Qualifying Member consents and agrees to procure that the Patient consents to the Qualifying Member’s and the Patient’s personal information being used as set out in this clause 4.1 and, unless the Patient and/or the Qualifying Member indicate otherwise, receiving marketing information from Dencap Limited, 543 Dental Centre Limited and the Dentist.**
  - 4.2 The Scheme Administrator is not party to this Agreement and as such has no liability to the Patient or the Qualifying Member 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 Qualifying Member and the Patient 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 Qualifying Member 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 Qualifying Member in respect of negligence of the Dentist.

- ## 6. CHANGES TO THIS AGREEMENT
- 6.1 Dencap Limited may change 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 Qualifying Member, 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 Qualifying Member’s address specified in this Agreement or such other address as the Qualifying Member notifies to Dencap Limited in writing from time to time.

- ## 7. TERMINATION OF THIS AGREEMENT
- 7.1 Dencap Limited or the Qualifying Member can terminate this Agreement at any time on giving at least three months’ prior written notice to the other. The Qualifying Member may terminate this Agreement on giving at least two months’ prior written notice to Dencap Limited within one month of receiving a notice from Dencap Limited under clause 6.1 that the scope of the Services shall be reduced or any aspect of the Scheme changed or any term 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 This Agreement will automatically terminate without further notice on the Patient’s eighteenth birthday and with effect from the date of termination all services and benefits under this Agreement will cease to be provided.
  - 7.3 Dencap Limited may terminate this Agreement immediately at any time on giving the Qualifying Member written notice in the event that the Qualifying Member ceases to be a member of a dental scheme operated by Dencap Limited.
  - 7.4 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. TREATMENT FROM OTHER DENTISTS
- 8.1 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 Qualifying Member acknowledges and agrees that such treatment shall not be covered by this Agreement.
  - 8.2 Without prejudice to Dencap Limited’s rights under clause 2.2, unless Dencap Limited agrees otherwise in writing the Patient shall for the purpose and duration of this Agreement have the same Dentist as the Qualifying Member.
  - 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 Qualifying Member may not transfer the benefit of this Agreement.

- ## 9. GENERAL PROVISIONS
- 9.1 These Agreement Terms, the Application Form, leaflet DU18/1210 and such other written terms as Dencap Limited communicates to the Qualifying Member prior to entering into this Agreement, constitute this Agreement, being the entire agreement between the Qualifying Member and Dencap Limited relating 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 Qualifying Member, the Patient and Dencap Limited in relation to the subject matter of this Agreement.
  - 9.2 Dencap Limited and the Qualifying Member 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.
  - 9.3 The Qualifying Member acknowledges that it is not appropriate for the Patient to be a party to this Agreement and the Qualifying Member and Dencap Limited agree that this Agreement remains valid and enforceable notwithstanding that the Patient has not signed it.