

**18. Waiver** – No waiver by the Dental Practice of any breach of this Agreement by the Patient shall be considered as a waiver of any subsequent breach of the same or any other provision.

**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.

Updated 10<sup>th</sup> January 2019

## OPTIONS

**Background** – The purpose of this document is to set the terms of the agreement for treatment between the Patient and The Terrace Dental Centre. This document details the treatment to which the Patient is entitled and the Patient's obligations to the Dental Practice under the Plan. This document aims to explain clearly the operation of the Plan to the Patient. If you have any questions, please do not hesitate to discuss them with us. In particular, if you have any questions about which treatments are included within the scope of the Plan you should ask before signing the agreement.

## TERMS AND CONDITIONS

- 1. Definitions in this Agreement** – 'Dental Practice' means Dr Sonal Patel Trading As The Terrace Dental Centre, 123 High Street, Newmarket, Suffolk, CB8 9AE. 'The Patient' means the patient signing the agreement.
- 2. Operation of the Plan** – The Dental Practice operates a Plan to allow the Patient to budget for certain aspects of their dental treatment by collecting a monthly Direct Debit from the Patient for a minimum of one year from the date of signing the agreement. This type of Plan is commonly known as a Patient Payment Plan. The treatment that is covered under the Plan is detailed at paragraph 4 below.
- 3. Assignment** – The Agreement is personal to the Patient 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.
- 4. Treatment that is covered under the Plan** – Under the Plan the Patient is entitled to receive dental treatment provided by the band allocated to them under the Options Plan. Exceptions of treatment are detailed in paragraph 5 below.
- 5. Treatment that is not covered by the Plan** – The following treatments and charges are not included under the terms of the Plan:
  - Any treatment that has commenced prior to entering into this agreement.
  - Any treatment other than that specified under the band in the Plan.
  - Treatment which is not clinically required in the Dental Practice's opinion.
  - 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.
  - Prescription, pharmaceutical and laboratory charges.
  - Treatment involving dental implants.

Exclusions for the Full Cover Plan Option:

- Any treatment, which requires a lab bill or 1/3 of the total cost of the treatment, has to be paid if the treatment is regular treatment and not caused by an accident.
- Any non-essential dental treatment – if patients require cosmetic treatment then they pay for this independently of the plan.
- Treatment involving dental implants.

**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 covered under the Plan, if the treatment has been agreed between the Patient and the Dental Practice. The Patient is responsible for paying for any treatment or charges not covered by the Plan. If treatment is covered by the A&E benefits then the Patient pays nothing and the dentist is reimbursed the whole fee up to the limits of the benefits.

**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.

**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 and/or treatment themselves..

**9. Payment of fees**

- (i) The Dental Practice will provide the Patient with one Direct Debit form. This form is a monthly Direct Debit form to cover the Patient's treatment under the Plan. The Patient 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.
- (ii) 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 or the part of the Dental Practice no refund of any payment made under these terms and conditions will be allowed.

**10. Variation of direct debits** – If it is necessary for the Patient's monthly direct debit to be varied the Patient will be given 2 months written notice of the need for variation.

**11. Missing a Direct Debit Payment** – If the Patient fails to pay a monthly fee within one month of it falling due, the Dental Practice will contact the Patient to review the situation. If the Patient fails to make two 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.

**12. Dispute Resolution** – The 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 S Patel.

**13. The Patient's obligations**

- The Patient must keep all appointments made with the Dental Practice for treatment or examination.
- If you are unable to attend an appointment please give the Dental Practice at least 24 hours notice. Failure to do so may result in forfeiting the treatment scheduled and a fee will be charged.
- The patient must inform the Dental Practice immediately of any incident or problem affecting the dental health or anything that may potentially affect their dental health.
- If the Patient does not comply with 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 Patient's dental health that the Patient has failed to inform the Dental Practice of.
- If in the reasonable option of the Patient's dentist it is no longer possible to maintain the Patient's 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.

**14. Varying this Agreement** – The terms and conditions of this Agreement may be varied by the Dental Practice after they have provided the Patient with 2 months written notice of the 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 Patient does not wish to accept the variation then the Patient may terminate this Agreement by giving 21 days clear written notice to the Dental Practice. If the Patient does not give notice within the time allowed by this paragraph then the Patient will be taken to have accepted the variation to the Agreement.

**15. Terminating this Agreement** – The Patient may end this Agreement by giving no less than 21 days clear written notice to the Dental Practice. If the Patient wishes to leave the Dental Practice the Patient should arrange a final appointment at which the Dental Practice will arrange to provide the Patient with any necessary outstanding treatment, review their dental health and prepare a record of their dental health which the Patient can provide to their new dentist. The Dental Practice may end this Agreement by giving the Patient written notice. Such notice will expire on the last day of a month after two months of the 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. Entire Agreement** – The terms contained in this Agreement constitute the entire terms between the Patient and the Dental Practice in relation to dental health care provided under the Plan. This Agreement supersedes any previous agreement or understanding and may not be varied except in writing by the Dental Practice.

**17. Governing law and jurisdiction** – English law shall apply to this Agreement and both the Patient and the Dental Practice agree to submit to the exclusive jurisdiction of the English and Welsh Courts.