

# Dentist / Patient Plan Agreement

DPAS Limited's (DPAS) role is to provide administrative services to support this Patient Agreement between You and the Dentist. This includes collecting Your payments for Your dental plan and passing these on to the Dentist. DPAS are not party to this Patient Agreement.

## 1. Terms used

1.1 In this Patient Agreement, the words You or Your mean the Patient or if applicable Patients named in this Patient Agreement. The word Dentist means the dental practice business or individual dentist named in the Patient Agreement (this may be different from the treating dentist). The word Plan means the dental plan provided to You by the Dentist. The words Patient Agreement mean this agreement (comprising the Dentist/Patient Agreement Form, these terms and conditions and the dental practice literature including the Treatment Plan documentation) between You and the Dentist. References to dental practice literature shall include both written and digital material.

## 2. Payment

- 2.1 You agree to pay an initial administration fee to cover the set-up of the Plan, which will be added to Your first monthly membership fee, and thereafter a monthly membership fee until this Patient Agreement ends. The membership fees will be payable by monthly Direct Debit to DPAS who collect the fees as agent (on behalf) of the Dentist. Membership fees can, where agreed by DPAS, also be paid annually by Direct Debit or credit card/debit card.
- 2.2 Your membership fee and the administration fee is inclusive of VAT.
- 2.3 For the membership fee the Dentist will provide dental services to You according to the type of Plan set out in this Patient Agreement. Details about the Plan and its benefits (Plan Benefits) can be found in the dental practice literature.
- 2.4 Any discounts applied to the membership fee are at the discretion of the Dentist. Group discounts (for multiple patients) are only available if agreed by Your Dentist and where payment is made by a single monthly Direct Debit or single annual payment.
- 2.5 You are responsible for paying for all dental treatment received that is not covered by the Plan. The Dentist will provide You with the fee-per-item costs at the time of agreeing treatment not covered by the Plan.
- 2.6 Where the membership fee is being paid by someone other than You (known as the Payer), it remains Your responsibility to pay the membership fees due under this Patient Agreement. Where the Payer pays membership fees on Your behalf, the Payer is acting as Your agent (on Your behalf).

## 3. Treatment exclusions

- 3.1 All Plans exclude the following treatments (unless otherwise stated in the dental practice literature):
- The treatment (if any) which You and the Dentist agreed would be excluded at the start of the Patient Agreement;
  - Orthodontic appliance therapy;
  - The provision, repair or replacement of dental implants and related superstructures;
  - Treatment required following an injury (although assistance may be available from the Worldwide Dental Emergency Assistance Scheme (the Scheme) – please see the Scheme Handbook and condition 5 below);
  - Referral to a specialist and specialist treatment which is necessary in the reasonable opinion of the treating dentist;
  - Any treatment which is purely cosmetic;
  - Any treatment which is not clinically necessary in the treating dentist's specialist opinion;
  - Treatment carried out anywhere other than at the Dentist's dental practice(s) except in the circumstances described in condition 5.1 below;
  - Sedation fees; and
  - Pharmaceutical items or laboratory fees reasonably charged by the treating dentist (which must be paid by You).

If You have registered for a "maintenance plan" (a plan covering preventative dental treatment only) all restorative treatment will also be excluded from Your Plan. If any further exclusions apply to Your Plan these will be detailed in the dental practice literature or the Dentist/Patient Agreement Form.

## 4. Provision of care

4.1 The dental services will be provided by the Dentist. The Dentist may appoint or employ suitably qualified persons to carry out and perform the dental services such as a treating dentist, locum dentist or hygienist.

## 5. Emergency arrangements and the Worldwide Dental Emergency Assistance Scheme

- 5.1 The Dentist will provide reasonable access to out-of-hours emergency treatment (contact Your dental practice directly for more details). Whilst You are a member of a Plan administered by DPAS and where stated in Your Plan Benefits, You may be eligible to request assistance from the Scheme if You suffer a dental emergency and/or dental trauma. Details (including any updates made from time to time) of how the Scheme works and the types of emergencies and dental traumas that might be paid will be provided to You or Your Payer by the Dentist. Please note that You should, where possible, request assistance from the Scheme in advance of incurring the cost of dental treatment. Where access to the Scheme is included in Your Plan, this will be shown in Your Plan Benefits.
- 5.2 Where DPAS notify the Dentist that the Scheme will no longer be part of Your Plan Benefits, then the Dentist reserves the right to remove assistance from the Scheme from Your Plan Benefits by giving You or Your Payer one month's notice.
- 5.3 You understand that access to the Scheme is only available whilst DPAS are administering Your Plan on behalf of the Dentist. Should this Patient Agreement end for any reason or should the Dentist decide to transfer Your Plan to another payment administrator, Your access to the Scheme will, from the date of that transfer or termination, end.

5.4 You acknowledge that, where You do not abide by the terms of this Patient Agreement and/or the Scheme rules, You will lose Your access to the Scheme.

## 6. Non payment

6.1 If You or Your Payer do not pay the membership fee, DPAS will (acting on the Dentist's behalf) inform You or Your Payer and make two further attempts to collect the missed payment. These attempts will be made in the two consecutive months following the missed payment, with the missed payment(s) being collected alongside that month's membership fee. If You or Your Payer fail to pay on three successive payment attempts, this Patient Agreement will end, as per condition 10.4 below. Entitlement to request assistance from the Scheme ceases from the date of the first missed payment.

## 7. Patient responsibilities

- 7.1 You agree (as well as paying the membership fees) to:
- a) attend the Dentist's practice when invited to do so for check-ups or treatment purposes;
  - b) accept the advice and recommendations from the treating dentist in respect of remedial work which safeguards Your general dental health; and
  - c) inform the treating dentist of any injury, difficulty or other relevant matter affecting Your dental health generally.
- If You fail to comply with the terms of this condition 7.1 You may be liable for fees for dental treatment as a result of Your failure.
- 7.2 Unless You have attended the dental practice for an examination at least once a year and have all necessary remedial work completed (whether or not this is covered under the Plan), then to the extent this impacts any treatment You might need as a result of a dental emergency/trauma, You may not be eligible to request assistance from the Scheme.
- 7.3 All appointments made by You with the Dentist's practice are subject to the Dentist's practice rules and procedures. You will be liable for any reasonable charges charged by the Dentist for missed appointments and cancellations where You have not provided sufficient notice. You will not be entitled to a refund for any fees paid or payable (including the membership fee) for missed appointments or appointment cancellations. You should check the Dentist's practice rules and procedures to find out the required notice periods and applicable charges.
- 7.4 It is Your responsibility to ensure that Your and, where applicable, Your Payer's contact details are kept up to date with DPAS and the Dentist's practice.

## 8. Changes to monthly fees and Plan Benefits

- 8.1 For capitation plans (plans which cover preventative and, depending upon Your Plan Benefits, all or some restorative treatment), the Dentist may change Your categorisation under the capitation scoring system at any time for clinical reasons. Where this results in a change to Your membership fee, the Dentist will give You or Your Payer at least one month's written notice before such change comes into effect.
- 8.2 Except where condition 8.1 applies, the Dentist may increase Your membership fee once every 12 months to take account of changes in laws and regulation, taxation, dental treatment and/or administration costs and will give not less than one month's written notice before the increase is applied.
- 8.3 The Dentist reserves the right to amend Your Plan Benefits as set out in this Patient Agreement and in the dental practice literature by giving You or Your Payer not less than one month's written notice of any such change.
- 8.4 If You do not wish the Patient Agreement to continue following a change allowed by this condition 8, You or Your Payer (acting on Your behalf) can end the Patient Agreement as stated in condition 10.3. If, following a change allowed by condition 8, You or Your Payer do not end the Patient Agreement You will be deemed to have accepted the change(s).

## 9. Changes to this Patient Agreement

9.1 The Dentist may change the conditions of this Patient Agreement to take account of changes in law and regulation and/or taxation by giving You or Your Payer not less than one month's written notice. If You do not wish the Patient Agreement to continue following a change allowed by condition 9.1, You or Your Payer (acting on Your behalf) can end the Patient Agreement as stated in condition 10.3. If, following a change allowed by condition 9.1, You or Your Payer do not end the Patient Agreement You will be deemed to have accepted the change(s).

## 10. Duration and ending the Patient Agreement

- 10.1 This Patient Agreement and Your Plan will continue unless it is ended by either the Dentist, You or Your Payer (acting on Your behalf) in accordance with this Patient Agreement.
- 10.2 You or Your Payer (acting on Your behalf) have the right to cancel this Patient Agreement within 30 days without giving any reason. The cancellation period will expire 30 days from the date You or Your Payer sign this Patient Agreement. To exercise the right to cancel, You or Your Payer must, by an unequivocal statement, inform the Dentist of your decision to cancel this Patient Agreement by a letter sent by post/handed to the Dentist or e-mail using the contact details provided to You or Your Payer in this Patient Agreement. If You or Your Payer cancel this Patient Agreement, You will be reimbursed, using the means of payment You or Your Payer have set up, with all membership fees paid in connection with this Patient Agreement, without undue delay and in any event not later than 14 days from the day on which You or Your Payer informed the Dentist about your decision to cancel, unless You have received any dental treatment or assistance from the Scheme, in which case You will pay the amount which is in proportion to what You have received up until the point You or Your Payer informed the Dentist of the cancellation.
- 10.3 After the cancellation period stated in condition 10.2 has ended, You or Your Payer (acting on Your behalf) can end the Patient Agreement by giving not less than one month's written notice to the Dentist, expiring on the last day of the calendar month following the month in which notice was given to the Dentist, when Your payments will end. The Dentist can end this Patient Agreement by giving You or Your Payer at least one month's written notice, expiring on the last day of the calendar month following the month in which notice was served

- on You or Your Payer, unless You have started a course of treatment under Your Plan which will take longer than one month. If this is the case, the Patient Agreement will end when the treatment is completed.
- 10.4 The Dentist can, in addition to the other rights it has under this Patient Agreement, also end this Patient Agreement at any time if:
- Your monthly membership fees are not paid in accordance with this Patient Agreement;
  - You fail or delay paying the Dentist for any dental services provided, that are incurred in connection with Your Plan; and/or
  - The Dentist, acting reasonably and in accordance with professional standards, declines to treat You.
- 10.5 Where the Dentist enters into bankruptcy, an individual voluntary arrangement, liquidation, receivership, administration or into a corporate voluntary arrangement as defined by the Insolvency Act 1986, then this Patient Agreement will end. Where the Dentist can no longer provide dental services to You, then DPAS shall, except to the extent that liability cannot be excluded by law, have no liability to You. In the circumstances stated in this condition 10.5 either the Dentist or DPAS will notify You or Your Payer and where possible will give You or Your Payer at least one month's notice, however You acknowledge that in certain circumstances this shall not be possible, and this Patient Agreement will terminate (with Your payments stopping) at the point where the Plan can no longer be provided by the Dentist.
- 10.6 An end to DPAS' appointment as payment administrator for the Dentist will end DPAS' involvement in Your Plan.
- 10.7 You are not entitled to a refund of any payments made up until expiry of the periods shown in condition 10.3 if the Patient Agreement is cancelled after the initial 30-day cancellation period (unless You pay annually where You will receive a pro rata refund for any complete unused months of membership).
- 10.8 When the Plan is ended for any reason, You agree to pay any fees correctly due to the Dentist for dental treatment instructed prior to the Patient Agreement ending whether such treatment is delivered before or after the end date of this Patient Agreement.
- 11. Liabilities**
- 11.1 DPAS' responsibility to You extends only in respect of its administration of Your Plan and collection of membership fees on behalf of Your Dentist. The Dentist alone is responsible regarding clinical matters, dental treatment and the conduct of the Dentist and its staff. Where the Dentist ceases providing dental services without informing DPAS, DPAS is not liable to provide any refunds for membership fees already paid.
- 12. Complaints**
- 12.1 If You are unhappy with any aspect of Your dental care You should approach Your Dentist directly following the Dentist's complaints procedure which has been provided to You.  
If Your complaint relates to the administration services provided by DPAS to support this Patient Agreement or in relation to the Scheme then You should contact:  
Customer Services – Tel: 01747 870910 Email: enquiries@dpas.co.uk  
Worldwide Dental Emergency Assistance Scheme – Tel: 01691 684128  
Email: complaints@wdeas.co.uk
- 13. Data Protection**
- 13.1 To enable DPAS to administer the Plan, the Dentist will share Your and Your Payer's information with DPAS and update DPAS if Your or Your Payer's information changes. Full details of how DPAS can use Your and Your Payer's information is set out in DPAS' Privacy Policy, which may be updated from time to time and which will be provided to You or Your Payer by Your Dentist and is also available on DPAS' website.
- 13.2 Where You are taking out a Plan on behalf of a child or another Patient or where You appoint a Payer, by taking out the Plan and completing this Patient Agreement You confirm that You are authorised to pass their data to DPAS.
- 13.3 Where You have appointed a Payer, You acknowledge and confirm that the Payer is authorised to receive Your correspondence and any notices issued under this Patient Agreement.
- 13.4 If You need to request assistance from the Scheme, You will need to give the Scheme Manager Your express written consent (in compliance with data protection laws) in order that the Scheme Manager can receive information in relation to Your dental health (this may include dental and medical records) in order for Your request to be assessed. This consent will be requested at the time You submit a Request for Assistance Form. If You do not provide consent, the Scheme Manager will not be able to consider Your information (and therefore Your request for assistance) any further.
- 14. Other Terms and Conditions**
- 14.1 This Patient Agreement is not transferable by You or between patients and it does not cover the services for You at any dental practice other than at the Dentist's dental practice(s).
- 14.2 Where more than one Patient is included in this Patient Agreement, the person signing the Patient Agreement shall be responsible for ensuring all Patients comply with the terms and conditions of this Patient Agreement. Where a Patient is under the age of 18, the Payer will be responsible for complying with the Patient obligations and terms and conditions of this Patient Agreement.
- 14.3 Where the Dentist is an individual, this Patient Agreement may be transferred between Dentists within the same practice.
- 14.4 All notices and correspondence that DPAS or the Dentist give You relating to this Patient Agreement will be in writing and will be sent to Your last known postal address/email address or, in the case of a patient under the age of 18 or where You have appointed a Payer (to act on Your behalf), to Your Payer's last known postal address/email address. Where DPAS does not hold Your or Your Payer's current address, DPAS may send such notice to the Dentist. You acknowledge that it is Your responsibility to ensure Your Payer passes all correspondence and notices relating to this Patient Agreement and Your Plan to You. DPAS and the Dentist reserve the right to also send notices and correspondence direct to You to enable this Patient Agreement to be performed.
- 14.5 Where You or Your Payer provide a valid email address as part of this Patient Agreement and/or to the Dentist or DPAS at a later date, You agree that communications and notices relating to Your Plan may be sent via email. Should You wish communications and notices to be sent via a different method, please notify the Dentist or DPAS.
- 14.6 You or Your Payer (acting on Your behalf) can update Your and Your Payer's contact details (including email address) at any time by notifying the Dentist or DPAS.
- 14.7 This Patient Agreement (together with all other documents referred to in it) sets out the entire agreement between You, the Dentist and DPAS, relating to the Plan and supersedes and terminates by mutual agreement any prior agreements. This condition should not, however, be read as allowing DPAS, the Dentist or You to avoid liability for statements made negligently or fraudulently.
- 14.8 If You, the Dentist or DPAS (acting on the Dentist's behalf), do not exercise a right under this Patient Agreement or delay exercising a right, this does not mean that You, or they, have agreed to waive this, or any other right in this Patient Agreement, in the future.
- 14.9 If any provision in this Patient Agreement is held or made invalid by a court, statute rule or otherwise, the remainder of this Patient Agreement will not be affected.
- 14.10 This Patient Agreement will be governed by and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute.

DPAS Limited, company registration number – 03247652, is a company registered in England and Wales.  
Registered Office: Cambrian Works, Gobowen Road, Oswestry, Shropshire SY11 1HS.

## THE DIRECT DEBIT GUARANTEE

This Guarantee should be retained by the Payer.



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit DPAS Limited will notify you five working days in advance of your account being debited or as otherwise agreed. If you request DPAS Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by DPAS Limited or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.  
- If you receive a refund you are not entitled to, you must pay it back when DPAS Limited asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.