



Annual Dental Plan - Terms & Conditions

Annual Payment Plan

1 Introduction

- 1.1 These terms and conditions are the terms and conditions which apply to the The Dental Hub York Annual Dental Plan.
- 1.2 The Annual Dental Plan is a scheme to provide preventative dental treatment over a 12 month period and to provide additional discounts and/or benefits to plan members as stated in the current Annual Dental Plan leaflet.
- 1.3 Before joining the Annual Dental Plan, plan members must first attend a new patient examination at the practice, the cost of which is set out on our current fees list and on the practice website.
- 1.4 The Dental Plan can only be taken out on a Direct Debit. We cannot accept credit card payments.

2 Fees payable by the Patient

- 2.1 The patient will pay the practice an annual fee as stated in the current Annual Dental Plan leaflet for the Services listed in 3.2.
- 2.2 For new plan members paying in annual instalments, the cost of the new patient examination outlined in 1.3 above will be deducted from the first plan Direct Debit payment and this treatment will be provided as one of the services set out in clause 3.2.

3 Services provided by the Practice

- 3.1 In consideration of the fees outlined in 2.1 above, the practice agrees to provide the services described in 3.2 below, either through the Dentist or by a suitably qualified partner, member of staff, deputy or locum.
- 3.2 The services to be provided during the 12 month plan period are:
 - 2 dental check-ups
 - 2 scale and polish appointments
 - 10% discount on additional treatment carried out by the practice (excludes complex endodontic, facial aesthetic, implant, orthodontic, sedation and whitening treatments)

4 Commencement, Duration & Cooling-Off period

- 4.1 By entering into a Plan, members are committing to a minimum membership period of 12 months, subject to the cooling off period as per 4.3.
- 4.2 Plan members are entitled to the benefits set out in 3.2 for 12 months from the date of their first payment and from each anniversary of that date, until the Plan is terminated by either party.
- 4.3 Plan members have a 14 day cooling off period from the date they sign their Dental Plan application form in which to cancel their plan. If a plan member cancels within this 14 day period, any contribution they have paid will be refunded in full provided they have not already benefited from any of the benefits available under the plan.
- 4.4 No refunds will be given after the 14 day cooling off period.

5 Responsibilities of the Patient

- 5.1 Plan members are responsible for making appointments with the practice. There will be no refunds for any 'unused' services and appointments cannot be carried over from one plan year to the following renewal year.
- 5.2 Plan members who fail to attend an appointment or cancel appointments at short notice may lose the corresponding plan appointments, in accordance with our cancellation policy.
- 5.3 Plan members may not be able to book appointments if there is a balance outstanding on their account. This will need to be settled before appointments can be booked.

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6. Renewals and alterations

- 6.1 Following the initial 12 month membership period, the member's plan is thereafter automatically renewed on an ongoing basis. The practice will not send a plan member new documentation at renewal unless we have made changes to the plan's premiums, terms and conditions or benefits.
- 6.2 The practice reserves the right to make changes to the fees payable or services provided under this agreement at any time. The patient will always be given at least 10 days' notice of any such changes. Under normal circumstances, fees would only be changed once each year.
- 6.3 Any notice will be deemed to be valid if sent to your last known preferred method of contact.

7. Termination of this Agreement

- 7.1 Following the initial 14 day cooling-off period, no refunds will be given and the plan will continue for a minimum 12 month term until renewal.
- 7.2 To terminate plan membership, the patient must notify the practice at least 30 days before the Plan renewal date. The renewal date will be 12 months from the date of the first payment and annually on the anniversary of that date.
- 7.3 If Direct Debits cannot be taken from the patient, then the patient will be deemed to have terminated this agreement.
- 7.4 On termination of this agreement:
 - All services will cease immediately.
 - There will be no refund for any 'unused' services.

8. Transferability of Plan benefits

- 8.1 Appointments cannot be carried over from one plan year to the following renewal year. Your appointment allocation for the plan year restarts on the date of renewal.
- 8.2 The Dental Hub York's dental payment plans are not transferable to third parties or to other practices.

9. Administration

- 9.1 Administration of Direct Debit payments is undertaken (on behalf of the practice) by Bottomline PTX Ltd. By signing the Direct Debit mandate, you consent to Bottomline PTX Ltd using the data you provide in order to complete such administration. Your personal details will not be used by them for any other reason.

10. Third party rights

- 10.1 A person who is not a party to this contract has no rights under the Contracts (Right of Third Parties) Act 1999 to enforce any of these terms and conditions or the provisions of the policy document.

11. Governing Law

- 11.1 This agreement is governed by and constructed in accordance with English law and will be subject to the exclusive jurisdiction of the English courts.

12. Data Protection

- 12.1 All parties will comply with all applicable Data Protection Legislation:
"Data Protection Legislation" means the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (GDPR), any secondary legislation made pursuant to these, any legislation that replaces these in whole and in part and any guidelines and guidance notes issued from time to time by the Information Commissioner (ICO) (or its successor) and by all other relevant authorities.