TERMS & CONDITIONS

MEMBERSHIP AGREEMENT

FOR CARE

PLAN4HEALTH LTD,
SUITE 4,
BLOC A,
VICTORIA DOC,
CAERNARFON,
GWYNEDD.
LL55 1TH.

Plan 4 Health ("P4H") 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. P4H are not a party to this Patient Agreement.

1. Terms Used

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 or individual dentist named in this Patient Agreement (this may be different from the dentist or other medical professional treating you from time to time). The words "Patient Agreement" mean this agreement (comprising the Dentist/Patient Agreement Form, these terms and conditions and any 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 a monthly membership fee until this Patient Agreement ends. The membership fees will be payable by monthly by Direct Debit to P4H who collect these fees as agent (on behalf of) the Dentist. Membership fees can, where agreed by P4H, 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 and medical services (when available) to You according to the type of Plan set out in this Patient Agreement. Details about the Plan and 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 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).

2.6 Changes to Fees, Provider, or Benefits

The Dentist may, with at least 10 clear working days' notice (and typically more), change the Plan provider (e.g., from Denplan to Plan4Health), add enhanced benefits (e.g., Private GP access for an additional fee), or adjust the DD amount. We will provide full details of changes, including a comparison of old vs. new benefits, the effective date, cost impact, and YOUR RIGHT TO OPT OUT OR CANCEL WITHOUT PENALTY. To opt out, contact the Dentist in writing or by phone before the deadline stated in the notice—your Plan will revert to core dental terms, and no extra fees will apply. You can also cancel/amend your DD at any time via your bank under the Direct Debit Guarantee. One Month's written notice is needed to end the agreement.

3. Treatment Exclusions

3.1 All Plans exclude the following treatments (unless otherwise stated in the dental practice literature):

• Any dental treatment required other than check-ups and hygiene appointments

•Treatment 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 substructures

• Treatment required following an injury (although assistance may be available under the International Dental Emergency Scheme as detailed in the dental practice literature) (please see clause 5 below)

• Referral to a specialist and specialist treatment which is necessary in the treating dentist's opinion

• Any treatment which is purely cosmetic

• Any treatment which is not clinically necessary in the treating dentist's clinical opinion

• Treatment carried out anywhere other than at the Dentist's dental practice except in the circumstances described in clause 5 below

• Sedation fees

• Pharmaceutical items or laboratory fees reasonably charged by the treating dentist (which must be paid by You)

• All restorative treatment such as (without limitation) fillings or root canal treatment

• Any medical treatment or advice which cannot be provided other than by consultation with the GP, podiatrist, physiotherapist or any issue identified by the health care professional and the annual health check at the Practice

• Previous Plan insurance cover ends on transition to Plan4Health; you will auto-transfer to the new Emergency and Accident Cover scheme unless you opt out as notified.

4. Provision of Care

The dental and medical 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 hygienist or dental therapist. Medical services (when available) will be provided by a suitably qualified GP, podiatrist or healthcare professional either employed by the Dentist at the Practice or through a Services Agreement with a local provider. Any existing registration with your NHS GP will not be affected in any way by You entering into this Agreement.

5. Emergency Arrangements and International Dental Emergency Scheme (the Scheme)

5.1 The Dentist will provide reasonable access to out-of-hours emergency dental treatment (contact Your dental practice directly for more details). Whilst You are a member of a Plan administered by P4H 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 dental emergencies and dental traumas that might be covered 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 P4H 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 P4H 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.

6. Non-Payment

If you or Your Payer do not pay the membership fee, P4H will (acting on the Dentist's behalf) inform you or Your Payer and will make further attempts to collect the missed payment. These attempts will be made in the 2 to 4 consecutive days following the missed payment. If You or Your Payer fail to pay on these 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:

· Attend the Dentist's practice when invited to do so for check-ups or treatment purposes

· Accept the advice and recommendations from the treating dentist or medical professional in respect of treatment and/or remedial work which safeguards Your general health and general dental health

· Inform the treating dentist or medical professional of any injury, difficulty or other relevant matter affecting Your health and/or dental health generally

If you fail to comply with the terms of this condition 7.1 You may be liable for fees for dental and/or health treatment as a result of Your failure

7.2 Unless You attend the dental practice for an examination at least once a year and have necessary remedial work completed (whether or not this is covered by 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 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 cancelations. 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 P4H and the Dentist's practice.

8. Changes to monthly fees and Plan benefits

8.1 the Dentist may increase Your membership fee once every 12 months with effect from the following 1st of January. Your Dentist will give at least one month's written notice before the increase is applied.

8.2 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.

8.3 If you do not wish the Patient Agreement to continue following a change allowed by this clause 8, You or Your Payer (acting on Your behalf) can end the Patient Agreement as stated in clause 10.3. If following a change allowed by this 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

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 this clause, 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 this clause 9 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 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 of the date of this Patient Agreement without giving any reason. The cancellation period will expire 30 days from the date You or Your Payer signs 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 email 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 no 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 under the Scheme, in which case You will pay the amount which is in proportion to what You have received up to the point You or Your Payer informed the Dentist of the cancellation.

10.3 After the cancellation period stated in cause 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 given to You or Your Payer.

10.4 The Dentist can, in addition to the 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; or

· You fail or delay in paying the Dentist for any dental treatment provided, that are incurred whether or not under the terms of this Patient Agreement; 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 voluntarily arrangement, liquidation, receivership, administration or into a corporate voluntary arrangement as defined by the Insolvency Act 1986, then this Patient Agreement will end. When the Dentist can no longer provide dental services to You, then P4H shall, except to the extent that liability cannot be excluded by law, have no liability to You. In the circumstances stated by this clause 10.4 either the Dentist or P4H 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 Any end to P4H's appointment as payment administrator for the Dentist will end P4H's involvement with Your Plan

10.7 You are not entitled to a refund of any payments made up until the 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 and/or medical treatment instructed prior to this Patient Agreement ending whether such treatment is delivered before or after the end date of this Patient Agreement.

11. Liabilities

P4H's 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 and/or medical treatment and the conduct of the Dentist and its staff. Where the

Dentist ceases providing dental and/or medical services without informing P4H, P4H is not liable to provide any refunds for membership fees already paid.

12. Complaints

If You are unhappy with any aspect of Your dental and/or medical 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 P4H to support this Patient Agreement or in relation to the Scheme, then you should contact: **enquiries@plan4health.co.uk.**

13. Data Protection

13.1 To enable P4H to administer the Plan, the Dentist will share Your and Your Payer's information with P4H and update P4H if Your or Your Payer/s information changes. Full details of how P4H can use Your and Your Payer's information is set out in P4H's Privacy Policy, which may be updated from time to time, and which will be provided to You or Your Payer by Your Dentist upon request and is also available on P4H's 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 P4H.

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.

13.5 Data Sharing with your NHS GP is advised but is not mandatory. Permission will be requested from You prior to the sharing of any data with your NHS GP

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 that 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 that 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 in the same practice.

14.4 All notices and correspondence that P4H 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, where You have appointed a Payer (to act on your behalf) to Your Payer's last known postal/email address. Where P4H does not hold Your or Your Payer's current address, P4H may send such notice to the Dentist. You acknowledge that it is Your responsibility to ensure that Your Payer passes all correspondence and notices relating to this Patient Agreement and Your Plan to You. P4H 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 P4H 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 P4H.

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 P4H

14.7 This Patient Agreement (together with all other documents referred to in it) sets out the entire agreement between You, the Dentist and P4H, relating to the Plan and supersedes and terminates by mutual agreement any prior agreements. This

condition should not however be read as allowing P4H, the Dentist or You to avoid liability for statements made negligently or fraudulently.

14.8 If You, the Dentist or P4H (acting on behalf of the Dentist) do not exercise a right under this Patient Agreement or delay in 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 of this Patient Agreement is held or made invalid by a court , statute or otherwise, the remainder of this Patient Agreement will not be affected.

14.10 This 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.

Plan4Health



CONTACT US

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