



The Briars Dental Centre Membership Plan
Patient Agreement Terms and Conditions

1. The patient hereby agrees to pay The Briars Dental Centre (The BDC):

- 1.1 A specified fee as detailed in Appendix 3 in respect of the chosen BDC membership.
- 1.2 In consideration of payment by the patient of the specified fee, The BDC agrees to provide appropriate dental services as described below.

2. Membership Schemes:

2.1 Membership schemes take the format of:

- 2.1.1 Maintenance Plans A-G
- 2.1.2 Comprehensive Plans A-E

Maintenance Plans

- 2.2 Maintenance plans are set out by way of Bands A-G with each band offering a varying programme of examinations and hygienists visits per annum.
- 2.3 Banding will be determined by a dentist and by mutual agreement based on the patient's oral health needs.
- 2.4 The maintenance plan programmes are set out in Appendix 1.
- 2.5 Exclusions to the maintenance plan are set out in Appendix 2.

2.6 Included:

- Examinations
- Hygiene appointments / Preventative Advice
- Bitewing x-rays (monitoring for dental decay and periodontal bone levels)
- A 10% discount against the practice fee per item for general dental treatments will apply to patients on a maintenance plan.

Comprehensive Plans

- 2.7 These are set out by way of band A-E which indicate increasing levels of dental health requirements.
- 2.8 Banding will be determined by a dentist based on the patient's dental needs and the level and condition of the existing restorations.
- 2.9 Joining the Comprehensive plan is conditional on the patient being dentally fit
Exclusions to the comprehensive plan are set out in Appendix 2.

2.10 Included:

- Examinations
- Hygiene appointments/Preventative advice
- Intraoral dental X-Rays (bitewings and periapicals)

Necessary general dental treatment (fillings, crowns/veneers, bridgework, onlays, extractions, simple root canal treatments etc)

3. The BDC agrees to:

- 3.1 Ensure that examinations and hygienist appointments are available in line with the membership plan entitlements.
- 3.2 Inform, advise or recommend such treatment as is necessary to secure or maintain good oral health.
- 3.3 If any dental treatment provided needs to be replaced within the first 12 months there will be no charge to the patient except where:
 - The restoration provided was intended to be temporary
 - A different type of treatment was advised as being more appropriate
 - The replacement is required as a result of trauma
 - A like-for-like replacement is not appropriate
 - Further work has been carried out on the tooth since the original treatment
 - The failure is due to a lack of reasonable care by the patient

4. The patient agrees to:

- 4.1 Be responsible for making and attending ongoing appointments with The BDC, and accepts that there will be no refunds for any "unused" services, nor can they be carried forward from one year to the next.
- 4.2 Inform the dentist of any injury, difficulty or any other relevant matter affecting the patient's overall health generally. Any failure to comply with the above may result in the patient being liable to pay for treatment that becomes necessary as a result of such failure.
- 4.3 Consent to the disclosure of all of their clinical records to all relevant members of the dental team.
- 4.4 Disclose all the details of their medical history to safeguard both themselves and The BDC.
- 4.5 Pay monies due for treatment carried out over and above that included in the membership plan at the time of the appointment and no later than two weeks after the monies are due.
- 4.6 Give us at least 24 hours' notice of any appointment cancellation. Failure to attend booked appointments or cancellation at short notice may result in a fee being charged to the patient that must be paid before booking further appointments.

5. Charges and terms of agreement

- 5.1 The BDC reserves the right to review membership fees on an annual basis.
- 5.2 The BDC may increase charges on the fee per item at any time. Any course of discounted treatment (as referred to in paragraph 2) commenced before the increase will be charged to the original discounted price.
- 5.3 The patient subscribing to any membership scheme may terminate this agreement by giving not less than one month's notice to The BDC. The patient reserves the right to cancel any plan within one month of receiving notification of a membership fee increase.

- 5.4 If less than 12 months have passed since the commencement of the agreement, and termination is by the patient rather than The BDC, then the patient will be responsible for paying the difference between the amount of fees paid and The BDCs standard costs for services used. There will be no refund for any `unused` services.
- 5.5 The BDC may terminate this agreement by giving to the patient not less than one months' notice unless the patient has embarked on a course of treatment, which will take longer than one month in which case the agreement will terminate on the completion of treatment. In the event that The BDC terminates the contract within a twelve-month period, then any advance funds from their patient will be returned commensurate with the level of treatment received.
- 5.6 In the event of the monthly charge being unpaid one month after it has become due, The BDC may terminate this agreement by giving notice to the patient to that effect. The patient will be liable for all remaining monies then outstanding and due to The BDC.
- 5.7 The monthly fee will be payable by monthly direct debit (or advance annual payment) to The BDC. The patient will pay the monthly fee until the contract is terminated.

6. Complaints

- 6.1 Any concerns relating to treatment are a matter between the treating dentist and patient and will be dealt with in line with The BDC Complaint Policy. A copy of the Complaints Policy is available on request.
- 6.2 The patient should contact The BDC in relation to any concern or complaint in the first instance. The BDC shall offer the patient a second opinion with another dentist on request.
- 6.3 Any unresolved complaints may be referred to a suitably qualified third party to arbitration.

7. This contract is exclusive to the parties, is not transferable, and does not cover dental services of any other dentist outside The BDC.

APPENDIX 1

Maintenance Plan Bands

Maintenance A will include two examinations with a dentist and two thirty minute appointments with a hygienist per annum.

Maintenance B will include two examinations with a dentist and three forty/ four thirty minute appointments with a hygienist per annum.

Maintenance C will include two examination with a dentist and four forty minute appointments with a hygienist per annum.

Maintenance D will include one examinations with a dentist and three forty/ four thirty minute appointments with a hygienist per annum.

Maintenance E will include one examination with a dentist and two thirty minute appointments with a hygienist per annum.

Maintenance F will include one examination with a dentist and three thirty minute appointments with a hygienist per annum.

Maintenance G will include one examination with a dentist, two thirty minute appointments with a hygienist and two airflow appointments per annum.

APPENDIX 2

EXCLUSIONS

The following are not included in the Maintenance plans

- General dental treatment (fillings, crowns/veneers, bridgework, onlays, extractions, simple root canal treatments)
- Dental x-rays, OPGs and CBCT scans
- Emergency appointments and treatment
- Airflow hygienist visits
- Oral hygiene products, tooth whitening and whitening gels
- Laboratory fees and prescription
- Orthodontic, endodontic, implant or cosmetic treatment
- Specialist Treatment via referrals to specialists operating within The BDC and outside The BDC

Sedation fees

The following are not included in the Comprehensive plans

- Splints, mouthguards, nightguards, snoring devices
- Complex case treatment planning
- Laboratory fees and prescriptions
- Airflow hygienist visits
- Oral hygiene products, tooth whitening and whitening gels
- OPGs and CBCT scans
- Orthodontic, implant and cosmetic treatment
- Specialist Treatment via referrals to specialists operating within The BDC and outside The BDC
- Sedation fees
- Treatment carried out by anyone outside of The BDC
- Any treatment that is known to be required before joining the dental plan or would not be considered as necessary to secure and maintain dental health.
- Any treatment that in the reasonable opinion of the dentist is excluded from the comprehensive plan.

APPENDIX 3

CONTRACT FOR MEMBERSHIP PLANS

The BDC Maintenance Plan (A-G delete as appropriate)

- Examinations –
- Hygienist visits –
- Bitewing x-rays –
- 10% discount off general dental treatment (fillings, extractions, crowns, inlays/onlays, dentures)

The BDC Comprehensive Plan (A-E delete as appropriate)

- Examinations -
- Hygienist visits -

Additional exclusions:

Contract - Important – please read and sign below.

This section must be signed by the payer who is purchasing the plan.

This is a general indication of the services that will be provided based on the patient's likely dental care needs. Dental care is always provided at the discretion of the dentist.

If you wish to end this contract at any time, you may do so by giving notice in accordance with the contract. The Briars Dental Centre administers the plan registrations and collects monthly fees on behalf of the dentist, the fee must be paid monthly by Direct Debit.

Note: The Briars Dental Centre accepts no liability to a patient (whether in respect of negligence, breach of contract, defective or unsatisfactory treatment, or otherwise) in connection with any contract it administers on your dentist's behalf.

Data Protection Statement

The Briars Dental Centre processes personal data supplied in the strictest confidence, in accordance with the law in the UK and in particular data protection legislation. The main purpose for which we hold and use personal data is to enable us to service the contract that you have purchased and to administer your plan. Other purposes for which we use personal data are to improve our services to you and our other patients, to comply with legal obligations which we are subject to, to protect our interests and for fraud detection and prevention. You have the right; to see your personal data that we hold, to ask us to amend data. We will agree to any reasonable request unless it means that we cannot service your policy. For a more detailed explanation of how we use your data please take the time to read our full privacy policy which can be found at the bottom of our website www.briarsdentalcentre.com

Declaration

I, 'the patient' hereby apply to join/ register the patient on a Briars practice plan with my/their dentist as set out above and accept the above offer. I confirm that I have read the treatment to which I am entitled, in the chosen plan contract between me and my dentist and the terms above.

Signature:

X

Date:

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