



PrioryPlanflex

Terms and conditions

PrioryPlanflex is a contract for the provision of specified dental services between you ('you') and Priory Dental, a trading name of Dr Ryan K Hughes. It cannot be transferred to a dentist at another dental practice. Below we set out the 'conditions' of the contract. These are very important and we strongly advise that you read them carefully and keep them in a safe place so that you can refer to them in the future, should you need to.

1. Definitions

Unless the context otherwise requires, 'contract' means this PrioryPlanflex contract and the terms which you have signed; 'dentist' means your treating dentist; 'Priory Dental' is a trading name of Dr Ryan K Hughes providing dental services from the dental surgery at 29 Priory Road, Wells, Somerset BA5 1SU; 'fee' means the fee payable to Priory Dental for the dental services being provided (see condition 2); When we use the words "writing" or "written" in these terms, this includes emails.

2. Treatment to which you are entitled

PrioryPlanflex entitles you to receive, at an interval of three months:

EITHER

- A dental check up (examination, intra-oral x-rays and scaling undertaken by your dentist during the same appointment).

OR

- A hygiene visit undertaken by the hygienist/Therapist for periodontal maintenance / Supportive Periodontal Therapy (SPT).

3. Treatment to which you are not entitled

This contract does not entitle you to:

- Restorative treatment (such as fillings, root fillings, crowns, bridges or dentures);
- Orthodontic appliance therapy ('braces');
- Treatment of active periodontal disease including Root Surface Debridement (RSD) / Active Periodontal Therapy (APT)
- The provision, repair or replacement of dental implants and related superstructures;
- Any treatment needed as a result of a dental injury (an injury to the teeth or supporting structures (including damage to dentures whilst being worn) which is directly caused suddenly and unexpectedly by means of a direct external impact);
- Sedation fees;
- Referral to a specialist or specialist treatment which is necessary in the reasonable opinion of your dentist;
- Extra-oral radiographs (x-rays) including dental panoramic tomography (DPT) and Cone-beam Computerised Tomography (CBCT);
- Any treatment not specified in condition 2 above.

4. Prescriptions and laboratory charges

The contract fee does not cover pharmaceutical items, prescription fees or laboratory fees reasonably charged by your dentist, which must be paid by you directly to your dentist.

5. Changes to the monthly fee

Your dentist will normally review your monthly fee annually and your fees may change in January in any year and at other times in exceptional circumstances. Should the fees change (for example, due to inflation, or increased material or practice running costs) you will be given at least thirty (30) days' written notice by letter or by email if consent given (correspondence sent to the payer's email address if provided or last known address by ordinary post will be treated as adequate written notice). If you are not happy with any change in the monthly fee, you have the right to terminate the contract by giving Priory Dental at least thirty (30) days' written notice (see in condition 10).

6. Treatment by another dentist

The contract is with Dr Ryan K Hughes trading as Priory Dental. Priory Dental may arrange for another dentist or a locum to provide routine care on their behalf, and as such this will be covered by the contract. However, where you choose to have routine care or treatment provided by a practitioner independently of Dr Ryan K Hughes or Priory Dental, any associated costs will not be covered by the contract. Furthermore, where you are referred by your own dentist to a specialist, the costs will not be covered by this contract (see condition 3).

7. Payment

You must pay the monthly fee by Direct Debit in favour of GoCardless Ltd as collecting agent for Priory Dental. Where you are not the payer specified in the contract, you shall ensure that the payer pays any sums due by you under this contract. You agree that, when making any such payment, the payer acts as your agent and on your behalf. Any other amounts due to the dentist (e.g. prescription fees, pharmaceutical items, laboratory charges or treatment not covered by the contract) are payable by you directly to the dentist and non-payment of such amounts will constitute a breach of the terms of the contract. Your liability to pay the monthly fee continues until the contract is ended in accordance with this contract (see condition 11).

8. Direct Debit changes

Following a change in monthly fee, your Direct Debit will be changed at the next available collection date. Where you are given notice of an increase in your monthly fee, your Direct Debit will be changed at the end of the required notice period (see condition 5).

9. Your responsibilities

You are solely responsible for booking your chosen appointment every three (3) months. Should you fail to book

your chosen appointment at an interval of three (3) months, you shall not be entitled to book appointment(s) at shorter intervals. If you fail to book or attend any of your appointments every three (3) months or fail to give your dentist 24 hours' notice of cancellation, this appointment will count as one of the appointments available under PrioryPlanflex and you will not be entitled to another appointment under PrioryPlanflex for a further period three (3) month period.

10. Cooling off period

You may cancel the contract for any reason during the fourteen (14) days 'cooling off' period which starts on the contract start date or the date you receive the contract terms and conditions if this later. This 'cooling off' period will also apply from each renewal date.

11. Termination

Following the cooling off period (see condition 10), you may terminate the contract by giving not less than thirty (30) days' written notice to Priory Dental after an initial period of twelve (12) months ("Initial Term"). Priory Dental may end the contract at any time for any reason by giving you sixty days (60) days' written notice. If the contract has been terminated for non-payment pursuant to condition 12 during the Initial Term then you will still be liable to pay all the fees due to Priory Dental for the Initial Term of the contract and any reasonable costs incurred with Priory Dental's attempts to collect any unpaid fees.

12. Non-payment

Non-payment of one fee

If you fail to make a monthly payment Priory Dental will inform you accordingly and attempt to collect two payments in the following month.

Non-payment of two fees

If you fail to make two successive payments, Priory Dental will inform you that your contract has been terminated.

13. Variation of these conditions

If it is necessary to vary the conditions in this contract due to changes in the law, this can be done by Priory Dental giving you thirty (30) days' written notice. If you do not wish the contract to continue, having regard to any variation notified to you, you may end it as detailed in condition 10. If you do not do this by the time the notice of variation expires, you will be deemed to have accepted the variation.

14. Contract not transferable

As the contract is with Priory Dental, you may not transfer it to another practice or dentist. You are not entitled to assign or sub-contract any rights or obligations you may have under the contract to any other person.

15. Treatment outside the contract

Nothing in this contract prevents you and Priory Dental agreeing that it will provide treatments outside your entitlement under the contract. You will be responsible for paying for such treatment and will be provided with a treatment plan and a breakdown of the anticipated treatments costs in advance of the treatments being undertaken. These fees will be charged according to the prevailing Priory Dental private treatment fee scale, which can be found at www.priorydental.com/fees.

16. Notices

Any notices given by Priory Dental shall be valid if sent to the payer's email address (if provided) or your last known address by ordinary post.

17. Third Parties

This contract is between you and Priory Dental. No other person shall have any rights to enforce any of its terms.

18. How to tell us about problems.

If you have any questions or complaints about the services, please contact us. You can contact us by telephoning our reception at 01749678040 or by writing to us via email: askus@priorydental.com; or by post: Priory Dental, 29 Priory Road, Wells. BA5 1SU

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

19. How we will use your personal information.

We will use the personal information you provide to us to:

- provide the services;
- process your payment for such services; and
- if you agreed to this when you book your appointment, to inform you about similar services that we provide, but you may stop receiving these communications at any time by contacting us.

Where we extend credit to you for the services we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

We will only give your personal information to third parties where the law either requires or allows us to do so.

20. Severability and Waiver

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

21. Governing Law and Jurisdiction

Both parties agree that this contract shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

ACCEPTED AND AGREED

Signature:

Name (IN BLOCK CAPITALS):

Date: