



PrioryPlanflex
Terms and conditions

PrioryPlanflex is a contract for the provision of specified dental services between you and Priory Dental. It cannot be transferred to a dentist at another dental practice.

Below we set out the 'conditions' of the contract with your dentist. 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, 'we' or 'us' is a trading name of Priory Dental Limited providing dental services from the dental surgery at 29 Priory Road, Wells, Somerset BA5 1SU; 'fee' means the fee payable to PrioryPlanflex 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

This contract entitles you to receive routine preventive dental care required to maintain your oral health which includes:

- 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

every 3 months.

3. Treatment to which you are not entitled

This contract does not entitle you to or include any of the following services:

- Restorative treatment;
- Orthodontic appliance therapy ("braces");
- 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 you must pay 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 materials or practice running costs) we shall give you at least 30 days' written notice (correspondence sent to the payer's email address if provided or last known address by ordinary post shall be deemed as adequate written notice). If you are not happy with a change to the monthly fee, you have the right to terminate the contract by giving us at least 30 days' written notice (see condition 11).

6. Treatment by another dentist

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 Priory Dental, any associated costs will not be covered by this contract (This does not affect your statutory rights). 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 to 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 this contract. Your liability to pay the monthly fee continues until the contract ends in accordance with termination of this contract (see condition 11).

8. Direct Debit changes

Following any change in your 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 3 months. You shall keep all your appointments made with your dentist or the hygienist and you must pay any 'missed appointment' fee should you fail to attend. Should you fail to book your chosen appointment every 3 months, you shall not be entitled to book your appointment at shorter intervals. If you fail to book or attend any of your appointments every 3 months or fail to give your dentist 24 hours' notice of cancellation, this appointment will count as one of the annual appointments available under PrioryPlanflex. You must ensure that you also attend your dentist for regular examinations, receive the treatment your dentist advises and you must promptly inform your dentist of any injury, problem or other material matter affecting your oral health; if you fail to ensure any of this you will be liable to pay any fee reasonably charged for treatment necessary to restore your oral health, which could otherwise have been avoided. If, in the reasonable opinion of your dentist, they are not able to maintain your oral health due to any act or omission on your part, your dentist may end the contract immediately by giving notice to that effect.

10. Cooling off period

You may cancel this contract for any reason during a minimum 14 days 'cooling off' period which starts on the contract start date or the date you receive the contract terms and conditions if this is later. This 'cooling off' period will also apply from each renewal date. We recommend retaining a copy of your cancellation notice for your records.

11. Termination

After the cooling off period (see condition 10), you may terminate the contract by giving us no less than 30 days' written notice after an initial period of 12 months ("Initial Term"). We may end this contract at any time for any reason by giving you 60 days' written notice. If the contract has been ended for non-payment under condition 12 during the Initial Term, then you will still be liable to pay all the fees due to us for that Initial Term and any reasonable costs incurred with our attempts to collect any unpaid fees.

12. Non-payment

Non-payment of one fee

If you fail to make a monthly payment for PrioryPlanflex, we shall notify you accordingly and shall attempt to collect two payments in the following month.

Non-payment of two fees

If you fail to make two successive payments for PrioryPlanflex, we shall inform you that your contract with us has ended with immediate effect.

13. Changes to this Contract

If we need to modify any of these terms due to changes in the law, we shall give you 30 days' written notice. If the changes materially affect your rights or obligations, we will inform you of your right to terminate the contract. If you wish to terminate this after we notified you of the changes, you may end it as set out in condition 11. If you do not terminate the contract before the end of 30-day notice period, you confirm your acceptance to the changes to this contract.

14. Contract cannot be transferred

As the contract is with Priory Dental, you may not transfer it to another practice or dentist. If you need to change your dentist a new contract will be required. 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 this 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 Limited. 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 [01749 678 040](tel:01749678040) or by writing to us at askus@priorydental.com or Priory Dental, 29 Priory Road, Wells, Somerset BA5 1SU. If we are unable to resolve your concerns, you may contact the Dental Complaints Service (<https://dcs.gdc-uk.org/>).

Summary of your key legal rights

Here's a brief overview of your key legal rights. It is not a complete statement of your legal rights. For detailed information, visit 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.

You can withdraw your consent to marketing communications at any time by contacting us.

We may pass your personal information to credit reference agencies. 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 not share your personal information with any other third party unless required or permitted by law. We retain your personal information for 8 years after your last treatment in accordance with legal requirements. For more information on how we protect your privacy, please see our full privacy notice on our website.

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:

Date: