

1. Fees payable by the Patient

- 1.1 The Patient will pay the Practice a Monthly Fee of £15, as stated overleaf for the services listed in 2. below.
- 1.2 Payments will be taken by Direct Debit, through Insurance Broking Finance Ltd, who administer the direct debit facility on behalf of the Practice.
- 1.3 The first payment may be taken up to 2 months after the date of this Agreement due to administrative reasons and will consist of a "double payment" to include payment for the first and second months.

2. Services provided by the Practice

- 2.1 In consideration of the fees outlined in 1.1 above, the Practice agrees to provide the dental services described in 2.2 below either through the Dentist or by a suitably qualified partner, member of staff, deputy or locum.
- 2.2 The services to be provided are:
 - 4 Hygiene appointments
 - 5% discount on treatment
 - Accident & Emergency Dental Cover
- 2.3 For the purposes of clause 2.2, years will run from the date of this Agreement and each anniversary of that date.
- 2.4 The fees paid under this Agreement do not cover costs associated with treatment which has been specifically agreed to be excluded between you and your Dentist, orthodontic appliance therapy, dental implants and related superstructures, treatment which is purely cosmetic, treatment carried out at another Practice (other than for temporary emergency treatment covered by the insurance as described in 2.2 above), pharmaceutical items, laboratory fees, prescription fees, extraction of wisdom teeth, sedation fees, or referral to specialists. These would be charged for separately.

3. Responsibilities of the Patient

- 3.1 You must pay the Monthly Fee. If the Direct Debit cannot be taken, then all benefits under the Plan will cease from the date it was due to be taken.
- 3.2 You are responsible for ensuring that you make appointments with the Practice. There will be no refunds for

any "unused" services, nor can they be carried forward from one year to another.

- 3.3 You must keep appointments made with your dentist or pay the appropriate missed appointment fee. Any late cancellations may be subject to cancellation fee.

4. Administration

- 4.1 Administration of this scheme is undertaken (on behalf of the Practice) by Lloyd & Whyte Ltd and Insurance Broking Finance Ltd (in respect of arranging the Accident & Emergency Insurance and collection of Direct Debits respectively). By signing this agreement you consent to these companies using the data you provide in order to complete such administration, but your personal details will not be used by them for any other reason.
- 4.2 Lloyd & Whyte Ltd and Insurance Broking Finance Ltd are not party to this Agreement and as such have no liability to the Patient (whether in respect of negligence, breach of contract, defective or unsatisfactory treatment or otherwise) but they may rely on the provisions of this Agreement despite the terms of the Contracts (Rights of Third Parties) Act 1999.

5. Complaints

- 5.1 Any complaints should be made in writing to the Practice. Such complaints will be treated fairly and promptly.

6. Changes to the Plan

- 6.1 The Practice may change the fees payable or extent of services provided under this agreement at any time. The Patient will always be given at least one month's Notice of such changes. Under normal circumstances, fees would only be changed once each year.
- 6.2 Any Notice will be deemed to be valid if sent to your last known address by ordinary post.

7. Termination of this Agreement

- 7.1 Either the Practice or Patient can terminate this Agreement at any time, with one month's Notice.
- 7.2 If Direct Debits cannot be taken from the Patient, then the Patient will be deemed to have terminated this

Agreement.

7.3 On termination of this Agreement:

- All Services will cease immediately
- If less than 12 months have passed since the commencement of this Agreement, and termination is by the Patient rather than the Practice, then the Patient will be responsible for paying any difference between the amount of fees paid and the Practice's standard costs for Services used.
- There will be no refund for any "unused" Services.

- 7.4 If a patient wishes to re-join the Plan, then this is at the discretion of the Practice and may incur a charge which would be advised prior to re-joining.

8. Change of Dentist

- 8.1 The Patient may request to change to a different dentist within the Practice. If that dentist agrees to treat the Patient under this Plan then the new dentist shall become the Dentist for the purpose of this Agreement.
- 8.2 If the Patient moved to a different practice, then this Agreement will terminate. This Agreement is not transferable.

9. Governing Law & Jurisdiction

- 9.1 This Agreement is governed by and constructed in accordance with English Law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.