

The Agreement between You and Bupa Dental Care

These are the terms and conditions of Your agreement with Bupa Dental Care (“**Agreement**”). Please read them carefully and keep them in a safe place so that You can refer to them in the future. A copy will also be available in the “My Documents” area in the Portal.

1. Definitions

Capitalised words in this Agreement have the meanings set out below:

Bupa Dental Clinician means a treating dentist or hygienist at the Practice who has agreed to care for Patients under a Plan;

Bupa Dental Care/Our/We means Oasis Dental Care Limited trading as Bupa Dental Care, a company registered in England whose registered office is at Bupa Dental Care, Vantage Office Park, Old Gloucester Road, Hambrook, Bristol, BS16 1GW with registered number 00478127;

Commencement Date means the date of the first direct debit payment for the monthly fee;

You/Your means the individual who has agreed to pay the monthly fee via direct debit for the Plan who may also be the Patient;

Minimum Period means 3 calendar months from the Commencement Date;

Patient means the registered patient of the Practice;

Plan means the maintenance plan for dental services that You have subscribed to further details of which can be found on the Portal;

Practice means the designated Bupa Dental Care practice at which the Plan is registered;

Portal means the Bupa Smile Plan online platform accessible to You via the webpage link that is emailed to You.

2. Details of the Plan

The Plan includes the dental services specified on Your Plan documents area on the Portal and the Plan provides discounts on certain dental treatments offered at the Practice. Further details can be found on Your Plan details on the Portal.

The Plan starts on the Commencement Date. Dental appointments should be booked by the Patient and spread over a 12 month period starting from the Commencement Date.

Your Plan is a rolling monthly Plan for 12 months. After each 12 month period, the Plan will reset. Unused appointments cannot be carried over to the next 12 month period.

3. Plan Exclusions

A full list of treatment exclusions is available to view in Your Plan details on the Portal.

Your Plan does **not** cover:

- Pharmaceutical items, prescription fees, third party fees (for example referral to another practice for a CT scan or X-ray) or laboratory fees. These will be charged by the Practice, third party, laboratory or pharmacy (as applicable) and payable by the Patient directly.
- Dental appointments, advice or treatment provided by a dental practitioner who is not a Bupa Dental Clinician at the Practice or who does not offer services under the Plan.
- The cost of any specialist treatment or advice provided by a specialist dentist if the Bupa Dental Clinician makes such a referral during an appointment covered under Your Plan. All specialist treatment and advice will be payable by the Patient to the specialist in accordance with any applicable treatment plan or terms and conditions.
- Additional charges (for example, COVID-19 safety tariff in respect of personal protective equipment (PPE)) which may be introduced from time to time in response to a sudden or unexpected change in the practice of dentistry or Bupa Dental Care's costs. We will only introduce additional charges where it is considered reasonable and necessary. Where possible We will give You notice by email 30 days in advance of any such charges. If changes are required more quickly and We are not able to tell You at least 30 days in advance We will give You as much notice as possible. Any such additional charges will be payable by the Patient to Bupa Dental Care.

Nothing in this Agreement prevents the Patient and the Bupa Dental Clinician agreeing to undertake treatment and/or care which is not within the Plan. The Patient will be responsible for paying for such treatment at the Practice's applicable rates and subject to any discount to which the Patient may be entitled under the Plan.

You can cancel the Plan in accordance with clause 8 of this Agreement if You do not agree to any additional charges introduced by Us from time to time.

4. Plan Fees

The fee for the Plan will be confirmed by Bupa Dental Care on enquiry and once You have agreed to subscribe to a Plan, the fee will be confirmed in the Portal. You agree to pay a monthly fee which is payable in advance to Bupa Dental Care by direct debit.

In addition to the monthly fee, a one-off registration fee is payable when You first join the Plan and will be collected when the first month's direct debit is taken. The registration fee will be confirmed by Your Bupa Dental Care Practice.

You will not be charged another registration fee if You transfer Your Plan from one Bupa Dental Care practice to another Bupa Dental Care practice however the monthly fee payable may differ from practice to practice. Please contact the relevant practice for more details.

If you end Your Plan or Your Plan is cancelled by Us pursuant to clause 9 below but You start a new Plan within 3 months from the date that Your Plan ended you will not be charged a further administration fee for the new Plan provided that all payments for Your previous Plan are paid in full before the new Plan is agreed.

5. Alteration of monthly fee

Bupa Dental Care will review the fee payable under this Agreement on an annual basis. If Your fee changes We will give You at least 30 days' written notice by email. Any changes to the fee will be applied to the direct debit which is scheduled to be taken in the following month after expiry of the 30 days' written notice.

If You are unhappy with the change to the fee and wish to end the Agreement We will process the cancellation without any further charge to You provided that We have written notice from You before the proposed change in fee takes place. If You decide to end the Plan You are responsible for informing the Patient that their Plan has been cancelled and that they are not entitled to any further dental services.

Bupa Dental Care will not make any changes to the fee payable within the first 3 months of You starting the Plan.

6. Patient responsibilities

The Patient must contact the Practice to arrange their appointments and is responsible for spreading out their Plan treatment entitlement across a 12 month period.

The Patient must attend any scheduled appointments or contact the Practice in advance of the appointment to re-schedule in line with any applicable cancellation and re-scheduling policy. The Practice may require the Patient to pay a fee for missed appointments or appointments cancelled with late notice.

The Patient must comply with all Bupa Dental Care customer rules and protocols which apply at the Practice.

If You are not the Patient under the Plan You are responsible for explaining the Patient's responsibilities and shall procure that the Patient complies with their responsibilities in this Agreement.

7. Your payment responsibilities

You must pay the monthly fee in advance by direct debit in accordance with this Agreement.

You are responsible for cancelling the direct debit if the Agreement is terminated or cancelled for any reason. In the event that You fail to cancel the direct debit Bupa Dental Care is not obliged to return any sums taken post-cancellation date. We may at Our sole discretion refund one month's direct debit payment if timely contact is made by You to cancel Your Plan.

You must inform the Practice if You wish to transfer the Plan to a different Bupa Dental Care Practice. You will be given details of any applicable change in price and advice about transferring the Plan. Changes to the cost of your Plan take effect from the 1st day of the following month but We must have more than 7 days' notice from You in order to change the direct debit.

8. Ending the Agreement

You can cancel the Plan for any reason during the 14 day 'cooling-off' period. This period begins on the day after you signed up to the Portal and entered into this Agreement. If You cancel the Plan during the cooling-off period and You have not had the benefit of any dental services under the Plan, We will refund to You all sums paid by You excluding the registration fee. If you have had the benefit of some dental services under the Plan when you cancel within the cooling-off period Bupa is not obliged to refund the fee You have paid.

After the 'cooling-off' period, You are not entitled to end the Plan during the Minimum Period. After the Minimum Period You can end the Plan by giving 30 days' written notice to Your Practice. If there are fewer than 30 days before Your next direct debit is due You remain responsible for payment of that monthly fee and should ensure that any subsequent direct debits are cancelled.

If the Patient leaves the Practice but You take no steps to end the Agreement or transfer the Plan to another Bupa Dental Care practice We will not refund any fees even if the Patient has not used the dental services available under the Plan.

Bupa Dental Care may end Your Plan by giving You 30 days' written notice if We decide to end the Plan or Your Practice closes. You should cancel your direct debit if You receive notice of a termination of your Plan. You are responsible for informing the Patient that their Plan has been cancelled and that they are not entitled to any further dental services.

In exceptional circumstances and always acting reasonably Bupa Dental Care may cancel Your plan with immediate effect. Circumstances which may trigger such action would include aggressive or abusive behaviour by You, the Patient or a family member towards Bupa Dental Care people (whether prior to or after taking out the Plan).

9. Non-payment

If You fail to pay the monthly fee, Bupa Dental Care will let You know and will suspend Your Plan while the payment remains outstanding. We may attempt to collect the direct debit again a minimum of 4 working days later but if We are unable to collect the direct debit after 5 working days We will let You know that the further attempt has been unsuccessful and that the Plan has been suspended.

Whilst Your Plan is suspended, the Patient will be unable to receive any dental services until arrears payments are made. We will contact You by email to notify You that Your Plan has been suspended and if You are not the Patient You are responsible for informing the Patient that their access to dental services has been suspended.

If You fail to make 2 successive monthly payments, Bupa Dental Care will cancel Your Agreement with immediate effect from which point the Patient will have no access to further dental services under the Plan. You will receive email notification of the cancellation and You are responsible for informing the Patient that the Plan has been cancelled and that they are not entitled to any further dental services.

10. Variation of these terms

Where it is necessary to vary the terms of this Agreement (for example, to take account of changes in the law or price increases of your Practice) We will give You 30 days' written notice of the changes. If You are unhappy with the changes to the Agreement and wish to end the Agreement We will process the cancellation without any further charge to You provided that We have written notice from You before the proposed change takes place. After the change to the Agreement takes effect any notice by You to end the Agreement must be on 30 days' notice in line with clause 8 above. If You decide to end the Plan You are responsible for informing the Patient that their Plan has been cancelled and that they are not entitled to any further dental services.

11. Liabilities

Bupa Dental Care facilitates and administers Your Plan by collecting the monthly fee from You and arranging the dental services available to you under Your Plan with a Bupa Dental Clinician in accordance with the terms and conditions of this Agreement.

The Bupa Dental Clinician is registered with the General Dental Council and is responsible for all advice and treatment provided to the Patient.

If the Patient is unhappy with any aspect of their dental advice or treatment, please speak to the Practice Manager who will support the Patient to resolve their complaint.

Computer, internet and telecommunications suffer interruptions and are not fault free and We do not make any representation or warranty in relation to such systems or technology. Occasional periods of downtime for repair, maintenance and upgrading may be required and We cannot therefore guarantee uninterrupted use of the Portal.

Subject to the following clause, although We operate robust standards of system security to prevent intentional misuse of the Services and the dissemination of harmful programs via the Portal, We will not be liable for any loss or damage caused by any intentional misuse of the Portal or the distribution of viruses or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of the Services.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or sub-contractors or for fraud or fraudulent misrepresentation.

Our maximum liability to You in relation to any breach by Us of this Agreement will be limited to 6 months' of fees paid by You under this Agreement.

12. Privacy

We recognise that when You or a Patient gives us personal information (which includes health information) you're trusting us to take good care of it. Please see www.bupa.co.uk/privacy for more information about how We collect, use and protect your data.

13. Governing Law and Jurisdiction

Both parties agree that this Agreement shall be governed by and construed in accordance with the Law of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.