



The **Maintenance** Plan Agreement between you and your dentist:

Please remember, the Contract is with your dentist and cannot be transferred to another practice or dentist. If you are considering changing your dentist this contract can be cancelled by simply stopping the direct debit payments and continuing your care with another dentist.

The following points make up 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. Definition of terms used In this Agreement, unless the context otherwise requires, 'Contract' means this agreement; the 'dentist' means your treating dentist and 'Royston Dental Practice' means 6 GAG Limited (company number SC439461) and whose registered office address is at 2 Bishops Park, Thorntonhall, Glasgow, G74 5AF, UK.
2. Treatment to which you are entitled: The Contract entitles you to receive routine preventive dental care required to maintain your oral health, as determined by your dentist. This includes the visits and treatments outlined below:
 1. 2x Check-ups
 2. 2x Hygiene appointments for: scale and polish, periodontal advice and the use of preventative techniques to reduce decay and gum disease
 3. Any x-rays required as part of the examination
 4. Assessment of emergencies and dental pain with any temporary treatment required carried out at the practice during normal surgery hours
Your dentist may review your requirements at any time.
3. Treatment to which you are not entitled: The Contract does not entitle you to: • 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 • Any treatment not specified by your dentist in your Contract • Referral to a specialist or specialist treatment which is necessary in the reasonable opinion of your dentist.
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. Dental emergency arrangements: Your dentist is obliged to provide reasonable access to out-of-hours emergency dental treatment, either directly, or through participation in an emergency dental cover arrangement. Call out fee of £50 to be charged outside of normal working hours for dental emergencies.
6. Alteration of monthly fees: Your dentist will normally review your weekly 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 one month's notice (correspondence sent to the payer's last known address by ordinary post or by email will be treated as adequate notice). Should your oral health change, your dentist may change your level of plan, treatment included and associated fees by providing one month's notice, or earlier with your consent. If you are not happy with any change in weekly fees, you have the right to terminate the agreement by cancelling the direct debit.
7. Treatment by another dentist: The Contract is with your dentist. If your dentist arranges for another dentist or a locum to provide routine care on his or her behalf, this will be covered by the Contract. However, where you choose to have routine care or treatment provided by a practitioner independently of your dentist, 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 (see condition 3).
8. Payment: You must pay the weekly fee by Direct Debit to your dentist. Where you are not the payer specified, you shall ensure that the payer pays any sum 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 weekly fee continues until the Contract is ended in accordance with this Agreement (see condition 11).
9. Direct Debit changes: Following a decrease in weekly fee or increase in discount available to you, your Direct Debit will be changed at the next available collection date. Where you are given notice of an increase in your weekly fee, your Direct Debit will be changed at the end of the required notice period (see condition 6).
10. Your responsibilities: You are responsible for keeping appointments made with your dentist and you must pay any 'missed appointment' fee should you fail to do so. 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, he or she is 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.

11. Ending the Contract: You may cancel the Contract by cancelling your direct debit. Your dentist may end the Contract by giving you one months' notice expiring on the last day of a calendar month. In the event that you receive discounted treatment and you terminate this agreement within six months of receiving discounted treatment or within six months from the end of a course of discounted treatment, you may be liable to refund to the dentist the full amount of the discount offered by the dentist in relation to the treatment or course of treatment received. The initial examination fee will have to be paid for privately prior to re-registration under any private dental plan.
12. Non-payment: Non-payment of one fee If you fail to make a weekly payment the contract will automatically terminate. You will be liable for all sums outstanding to your dentist.
13. Dental records: By agreeing to pay the direct debit you consent to the disclosure of your dental records for the purposes of any review, assessment or consideration of the care provided by your dentist which may take place under the terms of his professional body but not for any other purpose without your further consent.
14. Variation of these conditions: If it is necessary to vary the conditions in this Agreement, for instance to take account of changes in the law, this can be done by your dentist giving you one month's 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 11. If you do not do this by the time the notice of variation expires, you will be deemed to have accepted the variation.
15. Contract not transferable: As the Contract is with your dentist, 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.
16. Treatment outside the Contract: Nothing in the Contract prevents you and your dentist agreeing that he or she will provide treatment outside your entitlement under the Contract. You will be responsible for paying for such treatment.
17. Liabilities 6 GAG Limited administers registrations and collects weekly fees on behalf of your dentist. The Contract is not with 6 GAG Limited and 6 GAG Limited has no liability to you (whether in respect of tort (including, without limitation, negligence), breach of Contract, defective or unsatisfactory treatment, or otherwise) in connection with any Contract it administers on behalf of your dentist. This does not affect any right or remedy you may have against your dentist.
18. Disputes: All private plan dentists are required to have an in-house complaints procedure. If you are unhappy with any aspect of your dental care you should, in the first instance, approach your dentist directly. If you remain dissatisfied, 12. If patients are not satisfied with the result of our procedure then they may approach the NHS Complaints Officer at:

The Scottish Public Services Ombudsman
Freepost EH641
Edinburgh
EH3 0BR
Phone: 0870 011 5378
Fax: 0870 011 5379
Text message: 07900 494 372
E-mail: enquiries@scottishombudsman.org.uk
Website: www.scottishombudsman.org.uk

OR

The General Dental Council (GDC) for Private treatments.
Website: www.gdc-uk.org

19. Notices: Any notice given by your dentist under these conditions is valid if 6 GAG Limited gives it to you on your dentist's behalf. Any notice given by your dentist or 6 GAG Limited is valid if sent to your last known address by ordinary post or by email.
20. Third Parties: The Contract is intended to confer a benefit on your dentist and you. No other person shall be entitled to enforce any term of the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999 (the 'Act').
21. Governing Law and Jurisdiction: Both parties agree that this Agreement shall be governed by and construed in accordance with the Law of Scotland and the parties hereby irrevocably submit to the exclusive jurisdiction of the Scottish Courts.

Name (capitals)

Signature

Date