

PRACTICE MEMBERSHIP PLAN AGREEMENT

Practice Details

Practice Name			
Practice Address			
County		Postcode	
Telephone		Fax	
Email Address		Web Address	

Primary contact		Job Title	
Designated Start			

Practice Bank Account Details: (Enter details of the account to which Isoplan will make your monthly payment(s))

Bank Account Name	
Branch Sort Code	
Account Number	

Participating Dentists: (Enter names of all dentists who will be using the Practice Membership Plan)

OFFICE USE ONLY ID	First Name	Surname

Declaration

In signing this form I understand that I am engaging the services of Isoplan to administer the Practice Membership Plan which I wish to use within the Practice. I declare that each participating Dentist complies with clause 10.1 of the Terms and Conditions herein in relation to Professional Indemnity Insurance and will undertake to provide Isoplan with a copy of each Professional Indemnity Insurance Policy Schedule. I declare that each Participating Dentist is currently registered with the General Dental Council (GDC) and will undertake to provide Isoplan with a copy of their Registration Certificate. I declare that I have read and understood the Terms and Conditions of the Practice Membership Plan Agreement herein and agree to abide by them.

Signed on behalf of the Practice

Date

Business Development Executive (on behalf of Isoplan)

Date

OFFICE USE ONLY

Agreement received (date)	New record opened	Site No:	GDC Reg. Checked	PII Policy Schedule rec'd	Welcome letter sent	Database updated	Database updated

Practice Membership Plan Agreement

Terms and Conditions

1. Definitions

- 1.1. In these Terms and Conditions save where the context otherwise requires:
 - ◻ **Isoplan** means Isoplan International Ltd, Company Number 03858678 having its Registered Office at 5 Chancery Lane, London, WC2A 1LF and its successors and assignees whomsoever.
 - ◻ **the Dentist** means the dental practitioner identified as a Participating Dentist in the Practice Membership Plan Agreement.
 - ◻ **Participating Dentist** means those dentists within the Practice who will be providing Care under the Practice Membership Plan Terms and Conditions of Registration.
 - ◻ **the Practice** means you, your premises and all staff within your dental practice.
 - ◻ **the Patient** means any person of sixteen years of age or over who has accepted an offer for the provision of Care by the Dentist, or any person of under sixteen years of age on whose behalf such an offer has been accepted by the Dentist to provide Care and who has been registered by Isoplan.
 - ◻ **The Practice Membership Plan** means the independent dental payment plan which is administered by Isoplan and which provides dental Care, as outlined in the Practice Member Plan brochure, for the Patient by the Dentist.
 - ◻ **the Practice Membership Plan Agreement** means this document including these terms and conditions which forms the basis of the contract between the Dentist and Isoplan.
 - ◻ **Fees** are the fees charged by the Dentist to the Patient
 - ◻ **Charges** are the charges made by Isoplan to the Dentist
 - ◻ **Care** means the dental care provided by the Dentist to the Patient as agreed in the Practice Membership Plan Terms and Conditions of Registration and outlined in the Practice Membership Plan brochure.
 - ◻ **Treatment Plan** means the agreement between the Dentist and the Patient whereby the Patient pays the Dentist a monthly sum for the provision of a course of dental treatment which may not be covered by the terms of the Practice Membership Plan.
 - ◻ **Insured Treatment** means dental treatment the cost of which may be wholly or partly covered by the insurance policy whose particulars are set out in the leaflet entitled Dental Accident Insurance and Emergency Cover.
 - ◻ **the Services** means the service provided by us to you.
 - ◻ **The Practice Membership Plan Terms and Conditions of Registration** means the agreement between the Dentist and the Patient as stated on the Practice Membership Plan Registration Form.
 - ◻ **VAT** means Value Added Tax.
- 1.2. Words herein importing the masculine gender also include the feminine.
- 1.3. The expressions "you" and "your" where they appear in these Terms and Conditions refer to the Dentist.
- 1.4. The expressions "we" and "us" where they appear in these Terms and Conditions refer to Isoplan.
- 1.5. Expressions defined the Agreement shall bear the same meaning herein.

2. The Contract

- 2.1. Signing the Practice Membership Plan Agreement will constitute acceptance by you to use the Services subject to these Terms and Conditions.
- 2.2. A contract will be formed between us and the practice when we have sent you written confirmation that we have accepted the Practice Membership Plan Agreement. This will be subject to Isoplan receiving copies of the relevant GDC Registration Certificates and Professional Indemnity Insurance Policy Schedules.
- 2.3. This Practice Membership Plan Agreement shall supersede and take precedence over any previous agreements, whether written or oral, and notwithstanding anything contrary in such other agreements.
- 2.4. No amendment, variation of, or addition to any part of this Practice Membership Plan Agreement, may be made except in writing signed by a duly authorised representative of Isoplan and any other amendments, variations etc. or purported amendments, variations etc. to this Practice Membership Plan Agreement, shall be invalid and unenforceable.
- 2.5. On receiving notification that the Practice Membership Plan Agreement, has been accepted by us, you shall thereupon undertake to become a user of the Practice Membership Plan (as provided in the Practice Membership Plan Agreement).
- 2.6. Subject to the Practice Membership Plan Agreement, being accepted by us and further subject to the provisions of condition 2.7 below, the Practice Membership Plan Agreement will continue unless and until terminated by either party.
- 2.7. We shall be entitled to immediately terminate the Practice Membership Plan Agreement upon service of notice to that effect in the event of any of the following:
 - 2.7.1. upon your death or incapacity, or
 - 2.7.2. upon your failure to pay us any monies that you owe us hereunder on the due date therefore declaring that time shall be of the essence in respect of payment of any sums due to us hereunder, or;
 - 2.7.3. upon your ceasing to be registered with the GDC, or
 - 2.7.4. upon your becoming bankrupt or insolvent or entering into a composition or arrangement with your creditors, or
 - 2.7.5. where you have committed a serious breach of these Terms and Conditions or have failed to remedy a breach of these Terms and Conditions in accordance with notice previously given by us requiring you to do so.
- 2.8. Termination of the Practice Membership Plan Agreement shall not relieve you or your personal representatives from any outstanding obligation due to us and incurred prior to the date of termination.

3. Fees and Charges

- 3.1. We shall deduct from the monthly payment received from each of your Patients registered on the Practice Membership Plan a charge of £2 in respect of the Dental Accident and Emergency Insurance Policy and associated administration charges.
- 3.2. New Patients will be liable to pay an initial joining fee of £10 which will be collected with their 1st monthly payment and retained by Isoplan. We reserve the right to amend the joining fee from time to time.
- 3.3. We shall be entitled to deduct, at any time, from sums collected from your Patients pursuant to their Practice Membership Plan Agreement, may be made except in writing signed by a duly authorised representative of Isoplan and any other amendments, variations etc. or purported amendments, variations etc. to this Practice Membership Plan Agreement, shall be invalid and unenforceable.
- 3.4. All payments made by you to us under the Practice Membership Plan Agreement shall be made without set-off, deduction or counterclaim.
- 3.5. In the event that you become more than 30 days in arrears in respect of any sums due by you to us, we reserve the right to suspend our service.
- 3.6. We reserve the right to charge you interest on all outstanding charges at the rate of 4% above the base rate for the time being of as set out by the Royal Bank of Scotland plc.
- 3.7. The Dentist shall be solely responsible for determining all fees for all of their Patients (except for the £10 joining fee). You will notify us of the fees to be charged to any Patient immediately the Patient is registered on to the Practice Membership Plan.
- 3.8. In respect of the Insured Treatment, the terms outlined in condition 5 below shall apply.
- 3.9. We will not be liable to pay to you any fees other than fees collected for you from your Patients.
- 3.10. In the event that your Patients do not pay any sums due by them to you under the terms of their Practice Membership Plan Registration, we undertake, in our absolute discretion, to attempt to recover such sums on your behalf for a period of up to 2 months. We shall not be liable for any sums which remain uncollected.

4. Alterations to Fees and Charges

- 4.1. Isoplan reserves the right to alter the charges referred to in condition 3.1 from time to time.
- 4.2. Should you wish to increase your fees you must give your Patients and Isoplan at least 3 months notice in writing. Where required, Isoplan will notify your patients in writing of fee increases in terms agreed between us but the cost of materials and postage will be borne by the Practice.
- 4.3. Should you wish to decrease your fees you must inform Isoplan immediately. We will apply the decrease in favour of the Patient(s) at the earliest opportunity.

5. Insured Treatment

- 5.1. Provided you have complied with your obligations hereunder, we will keep you informed of the current terms of the policy covering Insured Treatment and will pay premiums in respect of the same.
- ### 6. Your obligations
- 6.1. You undertake to comply with the Terms and Conditions of this Practice Membership Plan Agreement and your obligations under the Practice Membership Plan Terms and Conditions of Registration.
 - 6.2. You undertake to ensure that each Patient registered on the Practice Membership Plan has received details of their entitlement in writing (generally in the form of a Practice Membership Plan brochure).
 - 6.3. You are obliged to notify us of Patient details (including Direct Debit details) immediately following registration of a Patient.
 - 6.4. You undertake to contract with all new Patients in accordance with the Practice Membership Plan Terms and Conditions of Registration.
 - 6.5. Where you register a patient for a Treatment Plan, you undertake to provide a copy of the documented Treatment Agreement to the Patient. Where you take money in advance for a Treatment Plan you undertake to carry out all work in accordance with the documented Treatment Agreement.
 - 6.6. Where you will no longer be providing Care under the Practice Membership Plan Terms and Conditions of Registration, you undertake to notify all patients in writing immediately.
 - 6.7. Where you will no longer be providing Care under the Practice Membership Plan Terms and Conditions of Registration, you undertake to notify Isoplan immediately in order that no further monies are collected on your behalf.

7. Alterations to these Terms and Conditions

- 7.1. We may from time to time make such alterations and additions to these terms and conditions and to the Practice Membership Plan Terms and Conditions of Registration as we shall think fit, subject to giving you 30 days prior notice of such alteration.
- ### 8. Accounting in respect of the Practice Membership Plan
- 8.1. We shall remit to you on the last working day of each calendar month for the duration of the Agreement such sums as have been collected for you from your Patients, excluding any accrued interest thereon (to which the Dentist shall have no entitlement) and deducting therefrom only such sums as are due by you to us hereunder.
 - 8.2. We shall make available to you a monthly report detailing all the sums collected on your behalf from your Patients.
 - 8.3. We undertake to keep all monies belonging to you in a specially designated bank account (such designation to be determined at our sole discretion), together with all other monies collected on behalf of our clients.

9. Quality of Care

- 9.1. In respect of all of the Patients registered under the Practice Membership Plan, the Dentist warrants and undertakes to Isoplan that:
 - 9.1.1. The Dentist will provide all Care in accordance with the Practice Membership Plan Terms and Conditions of Registration.
 - 9.1.2. The Dentist will carry out all Care in a professional and appropriate manner.

10. Professional indemnity

- 10.1. As an essential condition of the Agreement, you undertake to maintain membership of the Medical Defence Union, the Medical Protection Society, The Medical and Dental Defence Union of Scotland or alternatively be insured for professional indemnity under an insurance policy the terms of which have been approved in writing by us. A copy of the current Professional Indemnity Insurance Policy Schedule(s) will be provided to Isoplan prior to the commencement of the contractual relationship and thereafter on the anniversary of the indemnity becoming due

11. Our Website

- 11.1. The content and design of our website pages are subject to copyright owned by us or used under a licence from third party copyright owners. We only permit you to make copies of information on this site as necessary incidental acts to your viewing of it and you are welcome to print pages for your personal use but no part of our website may be reproduced or transmitted for any other purpose without our express written permission.
- 11.2. You may not link to our website nor frame it without our prior express written permission.
- 11.3. Our website was designed for use by UK residents and the information contained within our website relates to residents in the UK only.
- 11.4. Our website may contain links to other websites. These links are provided in order to enhance the interest of other featured content and are not intended to signify that we endorse or otherwise have any responsibility for the content of the linked website.
- 11.5. Our website is made available for public viewing on the basis that we exclude to the extent lawfully permitted all liability whatsoever for any loss or damage howsoever arising out of use of this website or reliance upon the content of this website.

12. Privacy Statement

- 12.1. This statement sets out our policy in relation to the retention and use of information we may obtain from you in the course of your use of our Service or our website.
- 12.2. All information regarding your business and affairs will be treated as and kept confidential at all times unless you instruct us to disclose information or we are compelled to disclose it by law.
- 12.3. We will take reasonable precautions to prevent the loss, misuse or alteration of information you give us. Our employees, agents or contractors who have access to information which you give in the course of the provision of Services to you by us are required to keep that information confidential and are not permitted to use it for any purposes other than to carry out the Services they are performing for us.
- 12.4. From time to time we may use the information you give us for marketing purposes (e.g. to develop or promote complimentary products and services for visitors to our website). We are continually developing products and services based upon information and feedback we receive from our clients and visitors to our website which we may share with you.

13. Warranties and Exclusions of liability

- 13.1. Save as expressly provided by the Agreement, all warranties and conditions whether express or implied by statute, common law or otherwise including implied warranties arising from the course of dealing or course of performance are hereby excluded to the fullest extent permitted by law.
- 13.2. Any liability that we may owe (whether in contract, delict including negligence or otherwise) to you or any third party shall be limited to the total charges paid by you for the services in aggregate.
- 13.3. We shall not be liable for any loss of profits, loss of business, loss of sales, loss of turnover or loss of use of software or data or for any indirect, consequential or special losses whatsoever and howsoever arising from the Services provided by us to you or your inability to use or access the Services.
- 13.4. We are not responsible for any delay or failure in carrying out our Services under this Agreement for reasons beyond our reasonable control including but not limited to the acts or omissions of a third party, your failure to perform your obligations, government action or any other of force majeure.
- 13.5. Nothing in this Agreement shall serve to limit or exclude our liability in respect of fraud or in respect of death or personal injury caused by our negligence.
- 13.6. The entirety of this clause shall survive the termination of this agreement for whatever reason.

14. Governing Law

- 14.1. The Agreement shall be governed by the Law of Scotland and Isoplan and the Dentist hereby prorogate the non-exclusive jurisdiction of the Scottish Courts.

15. Severance

- 15.1. If any provision of these Terms and Conditions is held to be unlawful, invalid or unenforceable that provision shall be deemed severed and the validity and enforceability of the remainder of the provisions of these Terms and Conditions shall not be affected.