

# Flexible Payment Plans Provider Agreement

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Simplyhealth Professionals is a trading name of Denplan Limited, registered in England and Wales, company number 1981238. Registered office: Hambleden House, Waterloo Court, Andover, Hampshire, SP10 1LQ.

## **1. Explanation of the terms used in this Agreement**

- a. 'Authorised Signatory' means a sole principal, partner, owner or practice manager in the Practice who is authorised to sign on behalf of the practice.
- b. 'Flexible Payment Plan' means a payment plan designed for treatment provided by a Provider for the benefit of a Registered Client and administered by Simplyhealth Professionals.
- c. 'Names' means all product names, trading names and company names, as well as logos and trademarks (registered or unregistered) used by Simplyhealth Professionals.
- d. 'Provider' means the Practice whose Authorised Signatory has signed the Flexible Payment Plans Practice Application form to apply to provide Flexible Payment Plans.
- e. 'Payer' means the person who is paying for the Flexible Payment Plan, whether or not they are also the Patient.
- f. 'Practice' means a business that employs staff to provide treatment at one or more branches.
- g. 'Registered Client' means a Payer or Patient who is registered on a Flexible Payment Plan through Simplyhealth Professionals to receive treatment.
- h. "Simplyhealth Professionals" means Denplan Limited trading as Simplyhealth Professionals a company registered in England and Wales (company number 01981238) whose registered office is at Hambleden House, Waterloo Court, Andover, Hampshire, SP10 1LQ.
- i. 'This Agreement' means these definitions, the rules set out below and the schedules attached hereto.

## **2. Providing Flexible Payment Plans**

- a. The facility to provide Flexible Payment Plans is open only to Practices employing dentists or health practitioners who are qualified to practise in the British Isles and registered with the GDC or GMC and are appropriately qualified to provide the treatment.

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- b. An application to provide Flexible Payment Plans must be made on the current application form prescribed by Simplyhealth Professionals, which must be signed by an Authorised Signatory.
- c. Should the Authorised Signatory leave the Practice, a new Authorised Signatory must be appointed, and the business owner must promptly inform Simplyhealth Professionals of the new appointment in writing.
- d. Simplyhealth Professionals reserves the right to refuse applications for membership at its absolute discretion.
- e. Once Simplyhealth Professionals has granted the facility to provide Flexible Payment Plans, a unique number will be allocated to each practice location and the practice will be bound by the terms of this Agreement.
- f. Offering Flexible Payment Plans is conditional upon the payment of Simplyhealth Professionals' fees in accordance with the terms of this Agreement.

### **3. General Professional Standards**

- a. All treatment Providers within the Practice who are undertaking treatment or are otherwise engaging in any activities in the Practice which in the opinion of the GDC or GMC would be considered requiring regulation, must be registered as UK Practising with the GDC or GMC.
- b. All treating practitioners undertaking specialist treatment that requires specialist qualification (e.g. administering dermal fillers, implants, etc) must be appropriately qualified in the specialism as well as being registered with the GDC or GMC.
- c. All Providers must be appropriately professionally indemnified for treatments they provide.

### **4. Administration Services and Associated Charges**

- a. Simplyhealth Professionals will administer the services set out in Schedule 1 (the "Services")

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- b. Where Simplyhealth Professionals collects payments and gives notices as part of the Services, it acts as the Provider's agent and has all necessary authority for that purpose.
- c. To ensure the orderly provision of the Services, a Provider must not collect Plan payments directly from a Registered Client, unless it has obtained consent in writing from Simplyhealth Professionals.
- d. Associated fees and charges under this Agreement are outlined in Schedule 2.
- e. Simplyhealth Professionals will give at least one month's notice of any change to its published fees and charges.
- f. Any additional services that Simplyhealth Professionals agrees to provide over and above the Services will incur an additional charge to be agreed prior to delivery or performance.
- g. Simplyhealth Professionals is entitled to recover any funds incorrectly paid to a Provider by deducting them from the Provider's monthly credit. This includes any fees and costs incurred as a result of a Registered Client claiming back their payment under the direct debit guarantee. Should the amount Simplyhealth Professionals is owed exceed the credit amount, Simplyhealth Professionals will invoice the Provider for the surplus amount. The responsibility to counter claim against the Registered Client or pursue any monies owed to the Provider belongs to the Provider.
- h. The Provider must give written instructions from the Authorised Signatory on practice letterhead to Simplyhealth Professionals with at least one month's notice to change bank details for the remittance of funds due.
- i. Where a Registered Client raises a complaint to Simplyhealth Professionals about the Provider or treatment, Simplyhealth Professionals will refer the Client to the Provider, who will have an in-house Complaints Procedure in place.
- j. Where Simplyhealth Professionals, following an appropriate period of discussion with the Provider, has reasonable evidence to suggest that a Provider is not providing treatment in accordance with the terms of the Plan, Simplyhealth Professionals reserves the right to withhold funds and refund fees to Registered Clients if appropriate.

- k. If a Registered Client cancels a Flexible Payment Plan, it is the Provider's responsibility to invoice and recover any monies owed to the Provider for treatment received. Equally, if the Provider has received payment for treatment the Patient has not received, it is the responsibility of the Provider to refund the Payer.

## **5. A Provider's Obligations**

- a. It is the Provider's duty to perform all the obligations of their contracts with Registered Clients.
- b. It is a Provider's responsibility to understand and explain to Registered Clients the terms of the contract between them, including the treatment they will receive.
- c. Providers are responsible for all clinical care and complaints and Registered Clients contacting Simplyhealth Professionals with clinical queries or complaints will be referred to the Practice.
- d. A Provider must take reasonable steps to contact a Registered Client to provide treatment included in any agreed the Plan for which the Registered Client has paid or is paying.
- e. It is the Provider's responsibility to check any report prepared by Simplyhealth Professionals and to inform Simplyhealth Professionals within 60 days of receipt of any inaccuracies so that Simplyhealth Professionals may investigate and make any necessary adjustments.
- f. A Provider must advise Simplyhealth Professionals immediately of any criminal or civil proceedings involving the Practice that could adversely affect the reputation of Simplyhealth Professionals.
- g. In the event of a Registered Client's death, Simplyhealth Professionals will refund the Registered Client (or his/her estate) payments made via Simplyhealth Professionals following the date of death and will reclaim those payments from the Provider.
- h. A Provider shall undertake that no person under the age of 25 will be treated with Botulinum Toxin or any invasive facial fillers for purely cosmetic purposes.

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- i. The Provider agrees that it shall not charge Patients any additional fee or charge as a result of them deciding to enter into a Flexible Payment Plan.

## **6. Protecting the Reputation of Simplyhealth Professionals**

- a. Providers are permitted to use the name Simplyhealth Professionals and associated names only in strict accordance with the terms of the permission set out in Rule 10 below.
- b. Monies will be collected and disbursed in the name of Denplan Ltd and this may appear on the Payer's bank statements.
- c. Providers must not use any forms, literature and promotional materials prepared or issued by Simplyhealth Professionals for any purpose not directly connected with the Services, including any form of e-commerce.
- d. Providers must not indicate that any scheme or plan for the provision of treatment is in any way connected with Simplyhealth Professionals if that is not the case.
- e. Providers should at all times conduct themselves in a professional manner so as not to harm the reputation of Simplyhealth Professionals or other Providers.

## **7. Data Protection**

- a. Simplyhealth Professionals and Providers agree to:
  - i. comply with their respective obligations under the Data Protection legislation and any subsequent data protection law that may apply (the "Act") including those relating to their roles as data controllers (as defined by the Act);
  - ii. process personal data (within the meaning of the Act) in a manner which is necessary for the provision of the Services and in accordance with data protection privacy notices which it provides to Registered Clients;
  - iii. keep full, accurate and up to date records of any processing of personal data it carries out;
  - iv. take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data;

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- v. share personal data with each other as necessary in order to enable the Services to be provided to Registered Clients and for the parties to meet their respective obligations under this Agreement;
  - vi. take reasonable steps to ensure the reliability of any staff who have access to the personal data and be responsible for acts and omissions of their staff in relation to personal data; and
  - vii. ensure that their staff maintain IT password confidentiality and each party shall remove access to personal data where a staff member no longer works for the party or their role no longer requires them to have access to the personal data.
- b. Simplyhealth Professionals and the Simplyhealth group are entitled to communicate directly with Registered Clients who have given their consent.

## **8. Legal Liability**

- a. Neither of the parties (which shall include the Simplyhealth Professionals' assignees) limits its liability:
- i. for fraud or theft by it or its employees;
  - ii. for death and/or personal injury caused by its negligence or that of its employees, agents or subcontractors as applicable;
  - iii. for which liability may not otherwise lawfully be limited or excluded.
- b. Providers must indemnify Simplyhealth Professionals and keep Simplyhealth Professionals indemnified against all liability, loss, damage, fines, costs and expenses (including legal costs and expenses) awarded against, or incurred or paid by, Simplyhealth Professionals as a result of, or in connection with, any breach of data protection law in the conduct of their practice by the Provider. Providers must at all times maintain membership of a recognised indemnity provider covering any treatment they provide, written evidence of which must be provided to Simplyhealth Professionals on request and Providers must promptly advise Simplyhealth Professionals if they change their provider.
- c. Subject to rules 8a and 8b above, neither of the parties shall be liable to the other (whether in contract, tort (including negligence), breach of statutory duty, restitution or

- otherwise) for any loss of profits, loss of business, loss of anticipated savings, depletion of goodwill and like loss (whether direct, indirect or consequential).
- d. Providers acknowledge and accept that Simplyhealth Professionals is not liable for the clinical care of Registered Clients.
  - e. Subject to rules 8a and 8b above, each party's liability to the other under or in connection with this Agreement shall be subject to an aggregate annual limit equivalent to the lesser of £100,000 or the amount paid by the Provider under or in connection with this Agreement in the same year.

## **9. Termination and Suspension of Flexible Payment Plans**

### **Provision and Payments & Matters Following Termination**

- a. Either Simplyhealth Professionals or a Provider may end membership by giving three months' notice to the other party in writing, allowing the requisite one month's notice to be given to Registered Clients as appropriate, expiring on the last day of a month.
- b. Simplyhealth Professionals may terminate the facility to provide Flexible Payment Plans with immediate effect in the event that:
  - i. the Provider commits a material breach of this Agreement and if capable of remedy fails to remedy such breach within 14 days of notice from Simplyhealth Professionals of such breach;
  - ii. the Provider persistently breaches any of the terms of this Agreement;
  - iii. the Provider proposes or enters into a voluntary arrangement with their creditors; or
  - iv. the Provider has a bankruptcy petition or a bankruptcy order made against them (or in Scotland becomes notour bankrupt or is sequestrated);
  - v. where the conduct of surgeon Provider is deemed by Simplyhealth Professionals to have brought Simplyhealth Professionals into disrepute.
- c. Termination does not relieve a Provider from its obligations to Registered Clients.



- d. On termination a former Provider must give one month's written notice to Registered Clients before ending their contracts, expiring on the last day of a month. This may be done on the Provider's behalf by Simplyhealth Professionals when 3 months' notice has been given by the Provider to Simplyhealth Professionals and associated costs have been paid by the Provider.
- e. In the interests of continuing care and acting in the best interests of the Registered Clients, Simplyhealth Professionals reserves the right to communicate directly with a former Member's Registered Clients.
- f. On termination, a former Provider must return and/or destroy all promotional materials supplied by Simplyhealth Professionals at their request and must destroy any literature or promotional materials created by the Practice that gives any impression of a plan being supported by Simplyhealth Professionals.

## **10. Terms for the use of Simplyhealth Trademarks by Providers**

The Simplyhealth Professionals name and Simplyhealth logos are registered trademarks of Simplyhealth..

- a. Providers are permitted to use the name Simplyhealth Professionals and the Simplyhealth logo in strict accordance with the following terms:
  - i. The names and the Simplyhealth logo must be legible at all times and must be used at permitted set sizes and appear as a full colour image where possible. Where a black and white image is required it must be obtained from Simplyhealth Professionals and printed only as specified by Simplyhealth Professionals.
  - ii. A Provider may not use the Marks as part of the name of any business, practice, partnership or firm or as part of any corporate title.
  - iii. The Marks may be used only on professional or business stationery, websites, emails, Practice literature or advertisements, signs relating to the Practice and then only to indicate the Provider's connection with Simplyhealth Professionals.
  - iv. A Provider shall submit to Simplyhealth Professionals on request examples of all materials on which the Marks appear to allow

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Simplyhealth Professionals to confirm compliance with Rule 10. If the Provider fails to do so or, in cases of non-compliance, Simplyhealth Professionals may withdraw its permission to use the Marks.

- v. Following termination of this Agreement, Providers must cease to use the Marks (or any variant of them) immediately and procure that any persons with whom they are associated or connected do the same. Additionally, the Provider should not allege that any rights in the Marks have been acquired by them or any person with whom they are associated or connected.

## **11. Commencement of this Agreement and other provisions**

- a. This Agreement supersedes all previous agreements between Simplyhealth Professionals and the Provider regarding Flexible Payment Plans and comes into force on 1<sup>st</sup> June 2017. All Services provided and accepted by the Practice after this date shall be subject to the rules set out in this Agreement.
- b. Simplyhealth Professionals reserves the right to vary these rules and will endeavour to provide three months' written notice.
- c. Any notice by Simplyhealth Professionals is sufficiently given if sent by post or hand delivered to a Provider at the Provider's last known home address or Practice address.
- d. Simplyhealth Professionals and the Provider agree that this Agreement and any dispute arising in relation to 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.

## Schedule 1. The Services

- Maintenance of a database containing details of the Provider's Registered Clients
- Collection of Plan Payments from Payers on the Provider's behalf, provided that, in the event of failure of two successive collection attempts, Simplyhealth Professionals shall not be obliged to make any further attempts at collection and the Provider shall be responsible for recovery of any debt owed to it by a Payer.
- Access to regular reports detailing registrations and transactions carried out on the Provider's behalf
- Remittance of money held by Simplyhealth Professionals due to the Provider
- Provision of notices on the Provider's behalf to Registered Clients concerning changes in collections
- Business development and support
- Plan design and guidance
- Access to templates for production of artwork of promotional materials to promote the plans (some charges may apply for bespoke promotional materials)
- Product training
- On termination Simplyhealth Professionals will cancel but for the avoidance of doubt, Simplyhealth Professionals will not bulk transfer Direct Debits
- Money collections and disbursements will be made under the name of Denplan Ltd.

## Schedule 2. Fees and Charges

In return for the Services the Provider shall pay Simplyhealth Professionals:

Collection fee for each monthly Direct Debit collection (including VAT)	£1.00 per monthly Direct Debit or card collection, deducted from the amount forwarded to the Practice
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