



The Membership Agreement

Effective from
July 2020

- 3** Definitions of the terms used in this Membership of Denplan Agreement
Membership of Denplan
- 4** General Professional Standards
Use of Registration Facilities
- 5** Administration Services
Insurance Services provided
- 6** A Member's Obligations
- 7** Purchasing, Selling and Relinquishing
Quality Assurance
Protecting the Reputation of Denplan
- 8** Liability and Indemnity
Termination and Suspension of Membership and the Consequences of Termination
- 9** Resolution of Disputes
Terms for the use of Denplan and Simplyhealth Group Limited Trademarks by Members
Data Protection
- 10** Miscellaneous
- 11** Contact details

1. Definitions of the terms used in this Membership Agreement

- a. **'Contract'** means a **contract** as provided by Denplan for a Denplan payment plan and any document is 'prescribed' if it is in the form currently supplied by Denplan at the time of its use.
- b. A **'Corporate Body'** means a partnership, a Limited Liability partnership or a private limited company incorporated in the **UK** and entitled to carry on the business of dentistry as defined in the Dentists Act 1984, as amended from time to time.
- c. **'Data Protection Legislation'** means all applicable laws and regulations relating to the processing of personal data and privacy, including but not limited to the following legislation:
 - i. the General Data Protection Regulation (2016/679) ("GDPR"); and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated;
 - ii. Any other similar national privacy law as amended from time to time.

The terms "Data Controller", "Data Processor", "Processing", "Process", "Data Subjects" and "Personal Data" shall have the meaning given to them in the Data Protection Legislation.
- d. Any reference to **"Denplan"** **"we"** **"our"** and **"us"** refers to Denplan Limited, trading as Denplan and payment plans administered under the Denplan name, which are owned, operated and managed by Denplan Limited
- e. **'FCA'** means the Financial Conduct Authority and/or any successor body and their officers and agents.
- f. A **'Financial Promotion'** is, as provided for by **FSMA**, an invitation or inducement to a customer to enter into a **contract** of insurance. A **Financial Promotion** may be communicated to a customer or potential customer by any means and may be included in any form of media including printed brochures, television, radio, or the internet. If there is no element of invitation or inducement, the communication will not be a **Financial Promotion**, although there still remains the overriding requirement that the communication be clear, fair, and not misleading.
- g. **'FSMA'** means the Financial Services and Markets Act 2000 and the rules and regulations made or having effect under it, as amended from time to time.
- h. **'GDC'** means the General Dental Council of the UK.
- i. **'Goodwill Owner'** means a **Member** who legally owns the intangible assets of a dental practice, including but not limited to, the patient goodwill.
- j. **'Member'** means an individual dental practitioner or Dental Care Professional who, or a **Corporate Body** which, is a registered **member** and is the owner of the goodwill of the **Registered Patients** and subject to these Rules, and 'Membership' shall be understood accordingly.
- k. **'Plan Contract'** means the **Contract for a Denplan payment plan** in a form prescribed by Denplan between the **Member** and the **Registered Patient** setting out the scope of the services to be provided by the **Member** to the **Registered Patient**.
- l. **'Registered Patients'** are patients subscribing to a **Denplan** payment plan and registered against a **Registration Facility**.
- m. A **'Registration Facility'** is a device that allows a **Member** to group together **Registered Patients** that are on the same **Denplan** payment plan and who the **Member** is in **Contract** with.
- n. **'Simplyhealth'** means Simplyhealth Access, a company incorporated in England and Wales.
- o. **'UK'** means the United Kingdom of England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

2. Membership of Denplan

- a. Membership is open only to individual registrants with the **GDC** who, or **Corporate Bodies** which, are legally entitled to practise dentistry in the **UK**.
- b. An application for membership must be made on the application form provided by us or alternatively via our website (www.denplan.co.uk/dentists) and be accompanied by payment of the membership fee.
- c. **We reserve** the right to refuse membership.
- d. Once we have granted membership, the **Member** will be entitled to the privileges of membership and will be bound by the **Membership Terms & Conditions**.
- e. Continued membership is subject to the payment of our charges in respect of **Contracts** for Denplan products under all **Registration Facilities** allocated to the **Member**.

3. General Professional Standards

A Member shall:

- a. uphold the best standards of the dental profession;
- b. give priority to the dental health of their patients;
- c. conduct every aspect of their practice and professional life honestly and fairly;
- d. keep abreast of advances in dental knowledge and techniques and ensure that they participate in postgraduate education and continue to meet the standards required for continuing **GDC** registration;
- e. adhere to the prevailing regulatory standards of the relevant regulatory body in their jurisdiction, where applicable;
- f. if also a dental practice owner, ensure that the surgery (and laboratory if the **Member** has one) is furnished and equipped so that patients may be treated there according to the current state of dental knowledge and techniques;
- g. ensure that all professional and other persons for whom the **Member** is responsible are:
 - i. trained so as to ensure their current and ongoing competence and efficiency;
 - ii. registered with the GDC and all other regulatory bodies as required;
 - iii. compliant with the requirements set out immediately above in Rule 3.

4. Use of Registration Facilities

- a. Use of **Registration Facilities** is limited to the registration of patients whose goodwill the **Member** owns and whose premises where care is provided are, where applicable, registered with the appropriate regulatory body.
- b. If also a **Goodwill Owner**, the **Member** must advise us in writing of the names and **GDC** numbers of dentists who may treat his or her **Denplan** patients and notify us in writing as soon as is reasonably practicable of any changes to these arrangements.
- c. Registration of patients is limited to those patients who are resident in the **UK** for at least 180 days during any continuous twelve month period and who have a **UK** residential postal address.
- d. Opening of **Registration Facilities** is bound by and subject to the Rules in respect of each of the following products:
 - i. **Denplan Care Registration Facilities** can be set up and shall include at a minimum one Routine Examination and provision of any necessary treatment per calendar year in the applicable **Plan Contract**;
 - ii. **Denplan Essentials Registration Facilities** can be set up only where there is a minimum provision of one Clinical Care appointment per calendar year included in the applicable **Plan Contract**;
 - iii. **Denplan for Children Registration Facilities** can be set up only where there is a minimum provision of one Clinical Care appointment per calendar year included in the applicable **Plan Contract**;
 - iv. **Denplan Membership Registration Facilities** can be set up only where patient benefits acceptable to us are included per calendar year in the applicable **Plan Contract**;
 - v. In any event and at our sole discretion, we reserve the right to refuse patient registration for any reason.

5. Administration Services

- a. The following are administered by Denplan:
 - i. maintenance of a database containing details of the **Member's Registered Patients**;
 - ii. collection of fees for **Registered Patients** on the **Member's** behalf;
 - iii. provision of regular monthly reports detailing the registrations and other administration carried out on the **Member's** behalf;
 - iv. remittance of money collected by **Denplan** due to the **Member**;
 - v. provision of notices on the **Member's** behalf to **Registered Patients** concerning changes in fees and any other administrative matters.
- b. Where **we collect** charges and fees and give notices as set out in this Rule 5 above, we act as the **Member's** agent and are deemed to have all necessary authority for that purpose.
- c. To ensure the orderly provision of the services set out in this Rule 5 above, a **Member** must not collect initial registration charges or fees directly from a Registered Patient other than through **us**.
- d. **Members** will be invited to make changes to their fees annually taking effect from 1st January of the following calendar year. Fees may be changed at other times only with **our** prior agreement.
- e. **Denplan** will give at least two months' notice in writing of any change to our published fees and charges.
- f. Services over and above those detailed in this Rule 5 are at the discretion of **Denplan** and may incur an additional charge: for example, participation in a mentoring programme, mailings, and some items of stock.
- g. **We are** entitled to recover any money incorrectly paid to a **Member** (including but not limited to BACS indemnity fees that banks may request).
- h. The **Member** must give written instructions to **us** specifying the bank account details that are to be used for the remittance of funds due.
- i. Where **we comply** with a **Member's** written instructions to remit funds to the account of a person who is not the **Member**, we bear no liability to the **Member** if that person is not so entitled.
- j. Where we have reason to believe that a **Member** is not providing sufficient care and treatment in accordance with these Terms & Conditions, **we reserve** the right to withhold funds and refund **Registered Patients** if appropriate.
- k. Where we are or become aware that the goodwill of **Registered Patients** is owned by a **Corporate Body**, we reserve the right to accept written instructions relating to administrative or financial services from that **Corporate Body**.
- l. **Denplan** will credit the Member's nominated bank account on the 22nd calendar day of the month with payments relating to active **Registration Facilities**. If the 22nd falls on a weekend or bank holiday, the payment will be on the first available working day before the 22nd.
- m. The following Rules apply where appropriate authority has been received from the Member:
 - i. Where a **Registered Patient** wishes to cancel an existing product and we comply with such **Registered Patient's** request to transfer to another product offered by the **Member**, it acts for and on behalf of the **Member** as its agent in selling, arranging, administering and binding the **Member** to that contract and is deemed to have all necessary authority for that purpose;
 - ii. Prior to such transfer, we will present the terms of the applicable **Plan Contract** to the **Member's Registered Patients** who request to transfer to another product offered by the **Member**. Following the transfer, we will provide a printed copy of the relevant Application and membership booklet, including up-to-date terms and conditions.

6. Insurance Services provided

to Member's Registered Patients (where relevant)

- a. The **Member** agrees that we act on its behalf in arranging Supplementary Insurance with **Simplyhealth** (on such terms as we consider appropriate) for the benefit of the **Member's Registered Patients** against the cost of emergency dental care, treatment for dental injury and mouth cancer (as set out in the terms and conditions of the Supplementary Insurance policy document).
- b. We provide a telephone 'Helpline' service to assist **the Member's Registered Patients** to obtain advice and treatment in cases of dental emergency when they are away from home and unable to utilise the **Member's** existing emergency arrangements.

7. A Member's Obligations

- a. It is the **Member's** duty to perform, or ensure appropriate performance of, all the obligations of their **Denplan Contract** with **Registered Patients**.
- b. A **Member** who delegates the performance of their obligations to another dentist must ensure that such dentist complies with Rule 3 and Rule 11.
- c. Delegation of responsibility does not relieve a **Member** (including, where appropriate, Corporate Bodies) of their responsibilities and they must do whatever is necessary to supervise delegated performance. This includes spending sufficient time at the premises where such performance is carried out (except during reasonable holidays or when prevented by accident, illness or other unavoidable cause).
- d. It is a **Member's** responsibility to understand the terms of the **Denplan Contract** and ensure they are explained to their **Registered Patients**.
- e. **Members** shall make reasonable provision for the continuing care and treatment of **Registered Patients** outside their normal surgery hours and during holidays, sickness or other absence and advise **Registered Patients** accordingly. **Members** must not utilise the Helpline as their means of providing emergency cover without prior, written approval by us.
- f. A **Member** must take reasonable steps to contact a **Registered Patient** if they have not attended Routine Examinations. If, after two years, a **Member** has been unable to contact a **Registered Patient**, and in the absence of extenuating circumstances as notified to and approved by us, a **Member** is obliged to cancel the contract in accordance with the **Denplan Contract** which, for clarification, requires a policyholder to receive "2 months' written notice for a plan to end on the last day of the month".
- g. In case of a dispute with a **Registered Patient**, a **Member** must offer their own complaints handling service and, should they not be able to resolve the dispute, co-operate with our clinical mediation and arbitration process.
- h. It is the **Member's** responsibility to check all monthly reports prepared by us and to inform us (within 60 days of issue) of any inaccuracies so that we may investigate and make any necessary adjustments.
- i. It is a **Member's** responsibility to inform us if they and, if applicable, the relevant dental practice wishes to change their administration fees from the published 'standard scale of fees' to the published 'practice based scale of fees' or vice-versa.
- j. It is a **Member's** responsibility to inform us promptly of any changes in the minimum level of treatment agreed with **Registered Patients**.
- k. It is a **Member's** responsibility to provide **Registered Patients** who apply to join **Denplan** products with a printed copy of the patients' membership booklet, which includes the up-to-date Supplementary Insurance policy document and a copy of the Insurance Product Information Document (IPID).
- l. A **Member** cannot vary the standard terms and conditions and product names for any of the **Denplan** products and any such attempt to make a variation shall be invalid and shall be grounds for us to terminate the **Member's** membership and/or cancel the relevant **Registered Patient's** registration with immediate effect.
- m. The **Member** must advise us immediately if they or any dental registrant treating **Registered Patients** is, or has been, the subject of a **GDC** enquiry or suspended or removed from the **GDC** register.
- n. The **Member** must advise us immediately of any criminal or civil proceedings that could adversely affect the reputation of **Denplan** or the profession.
- o. Where we are providing services to a **Member** and personal data of patients is used, the **Member** shall be responsible for ensuring that the data is exchanged with us either using our current encryption service provider or other secure means, in accordance with the Data Protection Legislation.
- p. The **Member** must reimburse their **Registered Patients** for any emergency temporary treatment costs incurred where the provision of the **Member's** own emergency cover has failed.
- q. In the event of a **Registered Patient's** death, the **Member** must agree to refund all payments collected by us on the **Member's** behalf following the date of that death.
- r. If cancelling a **Plan Contract**, the **Member** must provide the required two months' notice period. The **Member** must also provide written notice to **Denplan**.
- s. The **Member** must advise us if they do not want to receive communications (written, telephone or electronic) relating to other products and services from **Denplan**, the **Simplyhealth** Group of Companies or selected third parties. **Members** must maintain up to date contact details with us for the duration of their membership.

8. Purchasing, Selling and Relinquishing

Goodwill Ownership of Patients on Denplan Products

- a. If the **Member** purchases or sells the goodwill of any **Registered Patients**, both vendor and purchaser must:
 - i. wherever reasonably possible, give us at least three months' written notice of their intentions so that we are able to provide appropriate advice and guidance;
 - ii. ensure the continuity of arrangements for the **Registered Patients'** dental care;
 - iii. provide all **Registered Patients** with not less than one month's written notice of any changes to their **Contracts**;
 - iv. ensure that they read, understand and follow the advice contained within the Goodwill Transfer Service pack and take all reasonable steps to satisfy themselves with regard to the oral health of **Registered Patients**;
 - v. ensure that the acquiring dental practitioner, Dental Care Professional or **Corporate Body** can comply with these Rules;
- vi. take note that we accept no liability for the clinical condition of **Registered Patients** in such transfers of goodwill.
- b. If the **Member** relinquishes (rather than sells or transfers) the goodwill of any **Registered Patients**, they must:
 - i. wherever reasonably possible, give us at least three months' written notice of their intentions so that we are able to provide advice and guidance in the interests of the **Registered Patients'** ongoing care;
 - ii. co-operate with us to ensure **Registered Patients** receive two months' written notice of the termination of their **Denplan Contracts**;
 - iii. ensure the completion of all outstanding treatment for **Registered Patients**.

9. Quality Assurance

- a. **Members** shall participate in the **Denplan** Quality Programme and other programmes with the objective of promoting the provision of preventive dental care and dental treatment of the highest standard, including any mentoring arrangements proposed by us.
- b. **Members** shall audit practising arrangements against current professional guidance and standards as laid down by the **GDC** and any other professional or regulatory body.
- c. A Practice Development Profile should be completed periodically to assess compliance with Rule 9b. We reserve the right to conduct a Facilitated Practice Assessment from time to time.
- d. **Denplan** Excel certified members will continue to follow the assessment rules as set out in the **Denplan** Excel terms and conditions. **Members** must co-operate fully with us in connection with any assessment of their dental practice.

10. Protecting the Reputation of Denplan

- a. **Members** are permitted to use the names **Denplan** and Denplan and associated logos (each individual trademarks of **Denplan** Limited and Simplyhealth Group Limited respectively) only in strict accordance with the terms of that permission (see Rule 14).
- b. **Members** must not use any forms, literature or promotional materials prepared or issued by **Denplan** for any purpose not directly connected with the use of **Denplan'** services, including any form of e-commerce.
- c. **Members'** use of any forms, literature or promotional materials is limited to the promotion of their dentistry business.
- d. At no time should any forms, literature or promotional materials be used in connection with individual **Financial Promotions**.
- e. **Members** must provide **Denplan** with advance copies of patient facing correspondence where such correspondence refers to **Denplan** or Supplementary Insurance arranged by **Simplyhealth**.
- f. **Members** must not indicate that any scheme or plan for the provision of dental care is in any way connected with **Denplan** if it is not so.
- g. **Members** should at all times conduct themselves in a professional manner so as not to harm the reputation of **Denplan**, other **Members**, any subsidiaries of **Denplan** or **Simplyhealth**.

11. Liability and Indemnity

- a. **Members** must at all times maintain membership of a recognised indemnity provider, evidence of which must be provided to us on request, and **Members** must advise us if they change their provider.
- b. **Members** must indemnify **Denplan** against all liability, loss, damage, costs and expenses (including legal costs and expenses) awarded against, or incurred or paid by us as a result of, or in connection with, any negligence, breach of any regulatory requirements prescribed by the **FSMA** and/or the **FCA**, breach of contract or breach of statutory duty in the conduct of their practice by the **Member** or by any person for whom the **Member** is responsible.
- c. We are not liable for the clinical care of patients (whether **Registered Patients** or not).

12. Termination and Suspension of Membership and the Consequences of Termination

- a. Either **Denplan** or a **Member** may end membership by giving at least three months' notice to the other party in writing, allowing the requisite two months' notice to be given to **Registered Patients** as appropriate. On request from the Member, we will arrange for bulk transfers of direct debit instructions from Registered Patients on termination, provided that the consent of Registered Patients has been obtained, where required.
- b. **Denplan** may terminate, without notice, the membership of a **Member**:
 - i. who proposes or enters into a voluntary arrangement with their creditors;
 - ii. who has a bankruptcy petition or a bankruptcy order made against them (or in Scotland becomes notour bankrupt or is sequestrated);
 - iii. whose conduct is deemed by us to have brought **Denplan** or the dental profession into disrepute;
 - iv. who is convicted of a criminal offence;
 - v. where we reasonably suspect that a **Member** has committed a breach of these Rules which, in our reasonable opinion, jeopardises or might jeopardise the health or safety of patients (whether **Denplan Registered Patients** or not);
 - vi. who is suspended or erased from the General Dental Council (GDC) register;
 - vii. who fails to maintain registration with the relevant regulatory bodies (where required) or who fails to respond to compliance notices served by them;
 - viii. if it reasonably appears to **Denplan** that the **Member** has ceased, or is about to cease, the practise of dentistry;
 - ix. if after reasonable efforts to contact a **Member**, in our opinion it appears that they have abandoned their **Denplan Registered Patients**. In such circumstances, we reserve the right to communicate directly with those **Denplan Registered Patients**, without the consent of the **Member**, in the interests of their continuing dental care;
 - x. who, when afforded reasonable opportunity to do so, fails to comply with the requirements of the **Denplan** Quality Programme or any other programme of quality assurance (as referred to in Rule 9);
 - xi. who does not declare current or previous **GDC** disciplinary proceedings or actions against them.
- c. **Members** who object to termination under the terms of Rule 12b may have the matter referred to an independent arbitrator appointed by **Denplan**. The objection must be made within two months of termination and the termination shall remain effective until the arbitrator's decision.
- d. We may refuse to collect fees on a **Members** behalf during a period of suspension by the GDC and will advise the Member in writing of any such decision.
- e. Termination of membership does not relieve a **Member**, or their estate, from their obligations to **Denplan Registered Patients**.
- f. We reserve the right to cease provision of benefits of membership and services upon termination of membership.
- g. In the interests of continuing care, we reserve the right to communicate directly with a former **Member's Denplan Registered Patients**.

13. Resolution of Disputes

- a. Any dispute between **Denplan** and a **Member** in relation to these Rules shall be referred to a independent arbitrator appointed by **Denplan**.
- b. Any issue which may be, is or has been referred to arbitration is not a dispute between **Denplan** and a **Member** for the purpose of this Rule.

14. Terms for the use of Denplan and Simplyhealth Group Limited Trademarks by Members

- a. **Denplan** and the apple symbol are each individual registered trademarks of **Denplan** and Simplyhealth Professionals is a trademark of Simplyhealth Group Limited. **Members** are permitted to use the name **Denplan** and the apple symbol (together the 'marks') in strict accordance with the following terms:
 - i. The names Denplan and **Denplan** and the apple logo must be legible at all times and may be used at permitted set sizes and should appear as a full colour image where possible. Where black and white is required, an image is available and must be printed only as specified by **Denplan**. CD copies are available from **Denplan** on request;
 - ii. Only **Denplan** Excel certified dentists are authorised to use the **Denplan** Excel and/or the **Denplan** Excel for Children logos. Terms and conditions of use are contained in the **Denplan** Excel Certification Programme application pack;
 - iii. A **Member** may not use the marks as part of any business, practice, partnership or firm name or as part of any corporate title;
 - iv. The marks may be used only on professional or business stationery, websites, emails, practice literature or advertisements, signs relating to his or her practice and then only to indicate the **Member's** connection with **Denplan**

15. Data Protection

- a. **Denplan** and **Members** agree:
 - i. that for the purposes of Processing Personal Data for the Administration Services **Denplan** shall act as Data Processor and the Member shall act as **Data Controller** and each party shall comply with their respective obligations under the Data Protection Legislation;
 - ii. to put in place and maintain appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing or accidental destruction, loss or damage;
 - iii. to have adequate security programmes and procedures to ensure that only authorised personnel have access to Personal Data and that any persons authorised to have access to Personal Data shall respect and maintain all due confidentiality;
 - iv. not to Process Personal Data for longer than is necessary to carry out the Administration Services (other than to comply with a requirement of applicable law);
 - v. to notify the other without undue delay following any Personal Data Breach involving the Personal Data and each party shall co-operate with the other, to the extent reasonably requested, in relation to any notifications to competent authorities or to Data Subjects which are required following a Personal Data breach; and
- b. that **Denplan** and its group companies are entitled to communicate directly with Registered Patients who have given their consent.

16. Miscellaneous

- a. These Terms & Conditions govern membership of **Denplan**, superseding all previous versions and come into force on 3rd May 2018.
- b. **Denplan** reserve the right to vary these Terms and Conditions and will endeavour to provide two months' written notice. However, failure to do so will not invalidate the variation.
- c. Any notice by **Denplan** is sufficiently given if sent to a **Member** at his or her last known address.
- d. Both **Denplan** and the **Member** agree that these Terms and Conditions and any disputes arising in relation to these Terms and Conditions 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.
- e. Where the **Member** is a **Corporate Body**, that **Corporate Body** shall:
 - i. be bound by the Terms & Conditions;
 - ii. procure that any dental practitioners authorised, employed or otherwise contracted to carry on the business of dentistry on its behalf are bound by obligations no less onerous than those imposed on the Corporate Body by these Terms & Conditions;
 - iii. procure the compliance of any such dental practitioners with these Terms & Conditions.

Contact details

0800 328 3223

psas@denplan.co.uk

www.denplan.co.uk



Denplan is a trading name of Denplan Limited, an Appointed Representative of Simplyhealth Access for arranging and administering dental insurance. Simplyhealth Access is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Denplan Limited only arranges insurance underwritten by, and holds premiums as an agent of, Simplyhealth Access. Simplyhealth Access (registered no. 183035) and Denplan Limited (registered no. 1981238) are registered and incorporated in England and Wales. The registered offices for these companies is Hambleden House, Waterloo Court, Andover, Hampshire SP10 1LQ. Denplan Limited and Simplyhealth Access are both members of the Simplyhealth group of companies.