

# Bupa Smile Plan – Subscription

## The terms between You and Bupa

### Introduction

There are three documents which set out full details of how Your Subscription works and which together are Your Agreement with Us:

- These terms which set out details about the Subscription and use of the Services;
- Your Plan Details on the Bupa Smile Plan portal (Portal); and
- Bupa's privacy policy, which can be found at: [www.bupa.co.uk/privacy](http://www.bupa.co.uk/privacy)

Although these are separate documents, you should read them together as a whole as they are the whole of Our Agreement with You in relation to your Subscription.

Each year, We will send You terms and Your Plan Details both of which apply to your Subscription for that 12-month period.

We also use third parties to provide some of the Services. Use of those Services will be subject to, and conditional upon You and/or the Patient entering into separate terms and conditions with those third party providers.

### Need to Know:

These are the terms and conditions (“terms”) of your Subscription with Oasis Dental Care Limited, which operates under several trading names including Bupa Dental Care (“Bupa”, “our”, “we” or “us”), for the Services. You can find a list of all our trading names [here](#).

These terms tell You who we are, how we will provide the Services, how You and We may change or end these terms, what to do if there is a problem and other important information. Please read these terms carefully and keep them in a safe place so that you can refer to them in the future. A copy will be available on the Portal.

When You pay Your Fees for the Subscription You will have accepted these terms. If You do not agree to these terms you should not use the Services.

You can only purchase a Subscription if you are aged 18 or over and resident in the UK. Any Patient included

under a Plan can only use the Services whilst they are in the UK. Details of other people that You can include in the Subscription are set out in Your Plan Details on the Portal.

Your Subscription is for 12 months. Your Subscription will renew automatically each 12 months (subject to the section ‘Cooling Off Period, Suspension & Termination, Cancellation & Refunds’ below) as long as you continue to pay your Fees or unless We decide to stop providing the Subscription. If this applies, We will write to you at the email address you provided to us to let You know at least 28 days before your renewal date.

The intention of this Subscription is for Patients to schedule and use their appointments gradually across the 12 month Subscription period.

Only You and We have legal rights under the Subscription. Anyone who is included by You as a Patient has access to the complaints process.

### How to Contact Us:

If You have any questions about your subscription or experience any technical issues, please contact your Practice first.

### 1. Definitions

Wherever the following words and phrases appear in Your Agreement they have the meaning shown below:

**Agreement** means (i) these terms which set out details about the Subscription and use of the Services; and (ii) Your Plan Details on the Portal; and (iii) the Bupa privacy notice.

**Bupa/our/we** means. means Oasis Dental Care Limited, which operates under several trading names, including Bupa Dental Care. Oasis Dental Care Limited is a company registered in England (company number 00478127). Our registered office is at Bupa Dental Care, Vantage Office Park, Old Gloucester Road, Hambrook, Bristol, BS16 1GW. You can find a list of all our trading names [here](#).

**Clinician** means a treating dentist or hygienist at the Practice who has agreed to care for Patients under a Plan.

**Commencement Date** means the date of the first payment for the Fees.

**Fees** means the annual subscription fee which Bupa agrees can be paid monthly by way of 12 monthly instalments during the Subscription.

**Patient** means the person using the Services which is the person named as the patient on the Plan Details. For the avoidance of doubt this could be You if you have bought the Subscription for yourself.

**Plan** means the plan for the Services that You have subscribed for. Where applicable, the plan also provides discounts on certain dental services. Your specific dental services and any applicable discounts are set out in Your Plan Details on the Portal.

**Plan Details** means the 'Welcome' email and information stored on the Portal that confirms that You have bought the Subscription, the Services, who can use the Services, the Commencement Date, the automatic Renewal Date and the Fees. This is stored on the Portal.

**Portal** means the Bupa Smile Plan online platform which provides information about the Subscription and the Services and includes Your Plan Details and these terms.

**Practice** as set out in Your Plan Details.

**Registration Fee** means the fee to cover the cost of Bupa setting up the Subscription

**Services** means the dental services set out in Your Plan Details.

**Subscription** means Your Agreement with Bupa for the Plan.

**You/Your** means the individual over the age of 18 who has bought the Subscription and agreed to pay the Fees.

**UK** means Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

## 2. Duration of Your Subscription and Renewal

- 2.1 Your Subscription is for 12 month periods.
- 2.2 Your Subscription will renew automatically each 12 months (subject to the section 'Cooling Off Period, Termination, Cancellation & Refunds' below) as long as you continue to pay your Fees or unless we decide to stop providing the Subscription. If this applies, we will write to you at the email address you provided to us to let you know at least 28 days before your renewal date.

- 2.3 As set out at clause 6.1, 28 calendar days before the end of the Subscription we will send you a renewal notice. You can cancel at any time as explained in clause 9 and this includes when you receive Your renewal notice.

- 2.4 On each renewal date, the Subscription entitlements to Services will reset. Unused Services cannot be carried over.

## 3. Eligibility

- 3.1 You must

- 3.1.1 be aged 18 or over; and

- 3.1.2 be resident in the UK throughout your subscription; and

- 3.1.3 have agreed to pay the Fees.

- 3.2 If You are taking out the Subscription and You are not the Patient, the individual named on Your Plan Details must be resident in the UK throughout your Subscription.

- 3.3 If there are any additional specific eligibility requirements for Your Subscription these are set out at Appendix 1.

## 4. Services

- 4.1 The Services provided under the Subscription are set out in Your Plan Details.

- 4.2 Nothing in this Agreement prevents the Patient, or You on the Patient's behalf where applicable, and the Clinician agreeing to undertake treatment and/or care which is not provided under the Subscription. You will enter into a separate agreement for the provision of any agreed treatment or care and this Agreement will not apply.

- 4.3 Your Agreement with us covers the Services described in Your Plan Details.

- 4.4 Clinical services are provided by the Clinician, not by Us. At each appointment the Clinician will assess the clinical suitability of the treatment, and it is at Clinician's clinical discretion to determine

whether the treatment can be provided as required under General Dental Council standards.

### **Customising the Services**

- 4.5 Some Plans have the option of purchasing additional dental products or to add services to Your Subscription or increasing the number of dental appointments included in Your Subscription at an additional cost which is added to the Fees. Any customisation to Your Plan is subject to Our discretion, availability and clinical approval by Your Clinician.

### **5. Exclusions:**

- 5.1 The Subscription does not cover the items listed below and only the Services detailed in Your Plan Details are included. If there are additional exclusions that apply to Your Subscription they will be set out in Your Plan Details. The following are not covered:
- a) 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 You and/or the Patient (if not You) directly.
  - b) Dental appointments, advice or treatment provided by a dental practitioner who is not a Bupa Clinician at the Practice or who does not offer Services under the Plan.
  - c) 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 the Plan. All specialist treatment and advice will be payable by You or the Patient, if different, directly in accordance with any applicable treatment plan or terms and conditions.

### **6. Variation of Services**

- 6.1 We will endeavour to ensure that the Services do not vary from those set out in these terms but from time to time

we may need to vary the Services for example, we may have to vary or suspend the supply of all or part of the Services to: (a) deal with technical problems or make minor technical changes; or (b) update the Services to reflect changes in relevant laws and regulatory requirements; or (c) for exceptional circumstances that are outside of our control. We will always try to give you at least 30 days' advance notice wherever possible. If there are situations where this isn't feasible, we'll provide as much notice as we reasonably can.

### **7. Your and/or the Patient responsibilities**

- 7.1 You are responsible for paying the Fees as described in clause 8 below.
- 7.2 You and the Patient agree to make use of the Plan in a fair and equitable manner and in accordance with this Agreement and all applicable laws. Bupa reserves the right to take reasonable and proportionate action which may include applying additional charges or applying a temporary or permanent suspension of the Plan, terminating the Plan or restricting Your or the Patient's ability to join or rejoin the Plan if we consider that Your or the Patient's current or previous use of the Plan is inappropriate and/or not in accordance with its fair and proper use or these terms and conditions including but not limited to cancelling appointments or failure to attend appointments without prior notice.
- 7.3 The Patient must contact the Practice to arrange their appointments and is responsible for spreading out appointments over the 12 month subscription period.
- 7.4 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 You or the Patient to pay a fee for missed appointments or appointments cancelled with late notice.
- 7.5 The Patient must comply with all Bupa customer rules and protocols which apply at the Practice.

- 7.6 We or the Clinician may need certain information from the Patient for the use of the Services. That information will be reasonable, proportionate and necessary to allow the Services to be provided. If the Patient does not give that information within a reasonable time, or if the Patient gives incomplete or incorrect information, then We may not be able to provide the Subscription and the Clinician may not be able to provide the Services. The Clinician will need to know if any of the information that they hold about the Patient is wrong or out of date.
- 7.7 If You are not the Patient under the Plan You are responsible for explaining the Patient's responsibilities.
- 7.8 If You wish to transfer Your Plan to another Practice, you must inform us so that We can provide details of any changes to your Fees and guide you through the transfer process. Any change in the cost of your Plan will take effect from the first day of the following month, provided We receive more than seven days' notice where payments are made by direct debit.
- 7.9 If Your Plan includes age based eligibility (which will be set out in Your Plan Details), your Plan will automatically move to the next applicable eligible plan once You reach the upper age limit of Your current plan, as outlined in Your Plan Details. based eligibility
- 7.10 If You cancel the Plan under clause 9 or fail to pay the Fees when due and the value of the Service the Patient has received under the Plan is greater than the sums You have paid at the point when Your Plan is cancelled, We may require You to pay Us the difference.
- 8.2 The first monthly instalment of the Fee is paid on the Commencement Date and after that each monthly instalment will be payable on a regular payment date which will be confirmed to You when you purchase the Subscription (the Billing Date"). You will then make a monthly instalment on the Billing Date until the end of Your Subscription and/or until Your Subscription ends as set out at clause 7 of this Agreement and/or You agree with the Practice to amend the Billing Date.
- 8.3 Your first instalment of the monthly instalment will be made up of a) a payment for the period between the Commencement Date and the end of the month when you purchase your Subscription and b) a payment for the next full calendar month.
- 8.4 In addition to the Fee, a one-off registration fee is payable when You first set-up the Subscription and will be collected when the first monthly instalment is taken. The registration fee will be confirmed by Bupa.
- 8.5 You will not be charged another registration fee (i) on renewal; and/or (ii) if You change the type of Plan under Your Subscription; and/or (iii) transfer your Plan from one Practice to another Practice. However, the Fee payable may differ and this will be notified to You as part of Our agreement to the change.
- 8.6 If You end the Subscription under clause 9 or the Subscription is cancelled by Us under clause 7 but You start a new Subscription within 3 months from the date that the previous Subscription ended You will not be charged a further registration fee for the new Subscription, provided that all payments for the previous Subscription are paid in full before the new Subscription is agreed.

## 8. Fees and Payment of Fees

- 8.1 The Fee for the Plan will be confirmed by Bupa to You in writing. You agree to pay the Fee which We will confirm to You at the time that You are deciding whether to purchase the Subscription and which will be set out in the Plan Details. We will also confirm to You in writing the renewal Fee 28 days before Your Subscription is due to end.
- 8.7 If You fail to pay the Fee on the Billing Date or at renewal,
- 8.7.1 if You miss one monthly payment, We will notify You and Your Plan will be suspended until the outstanding amount is paid. We may try to collect the direct debit again at least

four working days later. If We are still unable to collect the payment within five working days, we will notify you that the further attempt was unsuccessful and that your Plan remains suspended. While your Plan is suspended, the Patient will not be able to access any dental services under the Plan. We will contact you by email to confirm the suspension;

- 8.7.2 if You miss two successive monthly payments We will notify You that the payment has been missed and that We will attempt to collect the outstanding Fee together with the Fee for the following month (a “double payment”) on Your next Billing Date. If the double payment attempt is unsuccessful, Your Subscription will be cancelled automatically and the Patient will no longer be able to access the Services. You will receive email confirmation of the cancellation and You are responsible for informing the Patient that the Subscription has been cancelled and that they are not entitled to any further Services.

For the avoidance of doubt, if You miss one monthly payment, Your/the Patient’s access to the Services under the Subscription will be suspended, and if two consecutive monthly payments are missed, your Subscription will be terminated.

### **Alteration of Fees**

- 8.8 Bupa will review the Fee payable under this Agreement to take into account a number of factors, including the costs of providing the dental services at Your Practice. This review can be made at any time during the Subscription but will typically be in April.
- 8.9 If Your Fee changes, We will give You at least 30 days’ written notice. 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 changes to the Fee will be applied on a monthly basis to the payment and will apply from the next Billing Date following the written notice being issued to You.

- 8.10 If You are unhappy with the change to the Fee and wish to end the Subscription We will process the cancellation without any further charge to You.

- 9 Cooling Off Period, Appointment Cancellation, Termination or Suspension of Subscription & Refunds

### **Cooling Off Period**

- 9.1 Under applicable law when You purchase the Subscription, You have a ‘cooling off period’ of 14 days from when You purchase or the Commencement Date, whichever is later where You can cancel via the Portal and if the Patient has not used the Services You will receive a full refund of the Fees. The Registration Fee is not refundable
- 9.2 If a Patient books an appointment and a Patient receives the Services within Your cooling off period You will not be able to benefit from the full 14 day cooling off period and You will be required to pay for the Services received during the cooling off period.

### **Appointment Cancellation**

- 9.3 No refund of the Fees will be given if a Patient has to cancel an appointment, unless that cancellation is during the cooling off period and You decide to cancel the Subscription during that period as set out at clause 7.1 above. We will monitor cancellations, and we reserve the right to apply suspensions in accordance with clause 6 above.
- 9.4 Where the Practice is unable to deliver the Services at the time and date the Patient has booked the Practice will contact the Patient directly to reschedule their appointment as soon as possible in advance of their booking.

### **Suspension of Services**

- 9.5 We reserve Our right to apply a temporary suspension of the Services for
- 9.5.1 non-payment of Fees as set out at clause 8; and/or
- 9.5.2 any Patient or the Subscription as

a whole in the event of abusive or inappropriate behaviour towards any Clinician, employee or partner of Bupa including (but not limited to) using offensive, abusive or inappropriate remarks or behaviours.

- 9.6 Whilst Your Subscription is suspended, the Patient will be unable to receive any Services until the Subscription is reinstated and arrears payments are made. We will contact You by email to notify You that Your Subscription has been suspended and if You are not the Patient You are responsible for informing the Patient(s) that their access to Services has been suspended.

### **Termination of Subscription**

- 9.7 You may end the Subscription at any time by providing Us or Your Practice with 30 days' notice. You are responsible for informing the Patient(s) that the Subscription has been cancelled and that they are not entitled to any further Services. We'll refund any Fees paid for the period after Your Subscription ends.
- 9.8 We may end the Subscription or access to the Services by You or the Patient if:
- 9.8.1 You breach the terms of the Agreement,
  - 9.8.2 You do not pay the Fees on or before the date they are due;
  - 9.8.3 You or any individual included under the subscription stops being resident (living) in the UK (as the services can only be used in the UK);
  - 9.8.4 We do not have the correct contact details for you and we are unable to confirm it after using reasonable endeavours to do so. As we won't be able to confirm that your subscription at the renewal date.
  - 9.8.5 You are unable to use the Services because of a long-term illness or if you pass away. If this happens, we will cancel the Subscription from the date you (or someone acting on your behalf) lets us know, and we will explain any next steps.

- 9.8.6 Where Bupa is required to terminate to comply with any applicable law or a legal direction.
- 9.8.7 Where one or more of Bupa's third-party suppliers cease to provide Bupa with the services necessary for Bupa to provide the services under this Agreement. In this instance Bupa may terminate the Agreement and provide a refund of Fees for any remaining period of the Subscription or use an alternative service provider to provide a similar service.

If your subscription ends for the reasons listed at 9.8.3 to 9.8.7 and where applicable you have advised Bupa or the Practice under clause 9.7 Bupa will refund any Fees paid for the period after your Subscription ends.

- 9.9 Your Subscription depends on your chosen Bupa Practice being part of the Bupa group and included on our approved Practice list. If your Practice stops being part of the Bupa group or is removed from our Practice list, your Subscription will automatically end. We will let you know if this happens and explain your options.
- 9.10 We can cancel or refuse to renew your subscription if in our reasonable opinion our relationship with You or a Patient has broken down. For example, being abusive in the manner set out at section 9.5.2; and/or issuing court proceedings without merit, and/or any act which leads us to believe You or the Patient will not act in good faith in your dealings with us.

### **10. Complaints**

- 10.1 We work hard to provide a great service to our customers, but occasionally things can go wrong and when this happens, we'll do our best to put things right quickly. If the Patient is unhappy with any aspect of their dental advice or treatment, they should raise their concerns with the Practice Manager, who will work with them to help resolve the complaint.

### **11. Liabilities**

- 11.1 We provide the Subscription by collecting

the Fee from You and arranging access to the Services available to you in accordance with the Agreement. All clinical advice and treatment provided to the Patient is the sole responsibility of the Clinician, who is registered with the General Dental Council. We and the Practice are not liable for any clinical advice, diagnosis, or treatment outcomes.

11.2 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 subcontractors or for fraud or fraudulent misrepresentation.

11.3 We are not liable for business losses. We only supply the Services for private, individual use. If You use the Services for any commercial, business or re-sale purpose We will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.4 Subject to clause 11.2, We shall not be liable to You for any damages, costs or losses in excess of the cost of six monthly payments of the Fees by You to Us.

11.5 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 provision of the Portal.

11.6 Although We will use reasonable endeavours to prevent intentional misuse of the Portal 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 Portal.

11.7 We are not responsible for delays outside Our control. If Our provision of the Services or access to the Services is delayed by an event outside Our control then We will contact You as soon as possible to let You know and We will take steps to minimise the effect of the delay. Provided We do this We will not be liable for delays caused by the event.

## **12. Change of Details**

12.1 You should ensure that Your name, address and other contact details provided to Bupa and the Practice are accurate and up to date. Please notify Us via the Portal or your Practice of any changes as soon as reasonably practicable.

## **13. Privacy**

13.1 We recognise that when You or the 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](http://www.bupa.co.uk/privacy) for more information about how We collect, use and protect Your data.

## **14. Other**

14.1 You need Our consent to transfer Your rights to someone else. You may only transfer Your rights or Your obligations under the Subscription to another person if We agree to this in writing.

14.2 The Agreement is between You and Bupa. No other person shall have any rights to enforce any of its terms.

14.3 If a court finds part of the Agreement illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

## **15. Governing Law and Jurisdiction**

15.1 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation

shall be governed by and construed in accordance with the laws of England and Wales.

- 15.2 You can bring legal proceedings in respect of the service in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the services in either the Scottish or English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts. We will only conclude this contract in the English language.

## 16. Financial Crime

- 16.1 You agree to comply with all UK laws relating to detecting and preventing financial crime (including, the Bribery Act 2010 and the Proceeds of Crime Act 2002).
- 16.2 We will not provide access to or use of the Services to the extent that such access would:
- 16.2.1 be in contravention of any United Nations resolution or the trade or economic sanctions, laws or regulations of any jurisdiction to which We are subject (which may include without limitation those of the European Union, the United Kingdom, and/or the United States of America); and/or
  - 16.2.2 expose Us to the risk of being sanctioned by any relevant authority or competent body; and/or
  - 16.2.3 expose Us to the risk of being involved in conduct (either directly or indirectly) which any relevant authority, banks We transact through, or competent body would consider to be prohibited Where any resolutions, sanctions, laws or regulations referred to in this clause are or become applicable.
- 16.3 We reserve all of Our rights to take all and any such actions as may be deemed necessary in Our absolute discretion, to ensure that We continue to be compliant. You acknowledge that this may restrict, delay or terminate Our obligations and We may not be able to provide any Services in the event of a sanctions-related concern.

[bupadentalcare.co.uk](http://bupadentalcare.co.uk)

Bupa Dental Care is a trading name of Oasis Dental Care Limited. Registered in England and Wales No: 00478127. Registered office: Bupa Dental Care, Vantage Office Park, Old Gloucester Road, Hambrook, Bristol, United Kingdom BS16 1GW.

Oasis Dental Care Limited has a number of trading names including Bupa Dental Care. Please see the list of our different [trading names](#).