

AZURE DENTAL- TERMS AND CONDITIONS

Special personal note: Please read carefully:

The relationship between a patient and a health care professional is founded in trust and mutual respect. This relates not only to on-going clinical care and outcomes over the years but also to the financial aspects of dental treatment. Advanced dental treatment of the standard provided at Azure Dental can require considerable investment. It is inherently costly to provide to the standards that we insist upon in the environment in which it is provided. Significant financial outlay may be involved for any given treatment by both parties. It is in the interest of our patients that any appropriate treatment required is carried out to as high a standard as can be achieved in a timely fashion. We therefore keep fees as low as circumstances allow and offer payment plans for extensive courses of treatment. It is in the interest of our patients, the reputation of Azure Dental and all who work here that you should be delighted with your treatment and care at this practice and the long-term value provided by our attention to detail and quality. We undertake to treat you with every good will and to the best possible standards set by our profession and my personal ethos as Clinical Director of Azure Dental. Nevertheless, based on our experiences, it has become necessary for Azure Dental to include the following clauses in our correspondence to clarify clinically and financially what each party may reasonably expect of the other for a given course of treatment. Terms and conditions are updated over time but the following will apply to your course of treatment and are valid for this correspondence only. **Please read these terms carefully.**

Dr Dan Hines – Principal Dental Surgeon and Clinical Director ☐ Azure

Terms and Conditions (2018)

These Terms and Conditions relate to all patients attending Azure Dental for dental care and all patients attending Azure Dental for Facial Aesthetics.

General policy, consultations, reports and medico-legal obligations

1. These terms and conditions should be read in conjunction with any accompanying Treatment Plan and Estimate correspondence as applicable. ☐
2. All New Patient Consultations are payable in full in advance when the Appointment is booked. ☐

3. **IMPORTANT:** All patients attending Azure Dental will be asked to fully complete a confidential and comprehensive Medical and Dental Questionnaire (MDQ) online prior to your initial consultation. Parents or guardians should complete the MDQ for minors under the age of 18. Those attending only for Facial Aesthetics need not complete the dental questionnaire section but must complete the personal details and medical history sections. This questionnaire will be updated at each examination and at each course of subsequent treatment to ensure that we always have your most up-to-date details. Your medical condition may adversely affect or be affected by dental and facial aesthetics treatment and it is important that the questionnaire is completed in full and received prior to your consultation. This allows the clinician looking after you to study your medical and dental history and individual concerns and requirements in advance of your consultation to optimise your care at Azure Dental. This questionnaire is an indispensable part of your patient record and our medico-legal obligations to you and we reserve the right to postpone your consultation appointment with loss of your deposit if this completed questionnaire is not provided. □
4. All patients attending Azure Dental for a consultation will undergo a full and comprehensive dental examination including □ necessary radiographs and photographs and occasionally video even if you have your own dental surgeon. This is the policy of Azure Dental and our medico-legal obligation to ensure that no aspect of your dental or medical condition that may have a bearing on the success of your treatment or future health are missed, even if seemingly unrelated to your current condition. □
5. Patients attending as an emergency will have their emergency treatment prioritised and be encouraged to return for a full examination. Such appointments will be payable at normal hourly rate on the day of the emergency appointment. An additional callout fee commensurate with travel time may be applied at our discretion on weekends or public holidays. Azure Dental recognises an emergency as being one or more of the following: pain unresponsive to painkillers, persistent bleeding, infection or swelling especially if accompanied by an elevated temperature or breathing difficulty, trauma or accident and breakage or loss of a front tooth or restoration. Emergency treatment only to resolve the current emergency will be provided outside normal working hours. □
6. All patients attending Azure Aesthetics for a consultation will undergo a full and comprehensive Facial Aesthetic examination including necessary photographs. There is no obligation for patients attending for facial Aesthetics to be patients of the dental care side of Azure Dental.
7. After your consultation we will discuss with you a Preliminary Dental Report with an estimated range outlining the potential scope of treatment required depending on your desired options. Due to medico-legal requirements, for all but the most straightforward of treatment plans, it is normally necessary to provide you with a full dental report of your current condition which can include a detailed report of your condition with photographs and x-rays, treatment options, a detailed treatment plan and phased estimate to obtain your consent to the proposed plan for your care prior to any non-emergency

treatment commencing. All information pertinent to your case will be included in the correspondence and refers to the discussions and findings at the consultation appointment(s) and any subsequent additional investigations. You should question any aspect of your plan that is unclear to you in writing and receive a written or verbal explanation to your satisfaction. It is the patient's responsibility to ensure they understand what is being proposed prior to commencement of treatment or at any stage during treatment.

Financial aspects and fee structure

8. Estimates are valid for 3 calendar months from the date of the consultation.
9. Where this 3-month period overlaps a date of fee revision at the practice, we will honour the original estimate if treatment commences and proceeds within the prescribed timescale.
10. All written estimates paid in full in advance of treatment commencing are subject to a 5% discount on treatment plan. No discount is applicable on courses of treatment paid for by third party financing arrangements. □
11. If the treatment has been paid for in advance but either party cannot complete the treatment, any credit remaining shall be refunded within 1 calendar month of such notice being given in writing. Any discount previously applied for a greater sum will be recalculated based on treatment already invoiced. No interest will be payable on this refunded sum. □
12. Appointments not kept or cancelled without the notice period outlined are chargeable at our discretion up to the current full hourly rate of the clinician / service involved.
13. The hourly fees are set and periodically revised based on the coverage of treatment costs and overheads and level of treatment. They are subject to revision and the updated fees will be found on the Azure Dental website. For cancellation of appointments without charge we require the following cancellation notices: □ No late cancellation charge will be made for time that can be filled by re-appointing other patients so the more notice you are able to give, the less likely we are to have to invoice you for a late cancellation. No fees will normally be incurred for genuine illness for the first appointment missed in any calendar year. We reserve the right to charge for lost time if there are 2 or more cancellations or non-attendances due to illness in any 12-month period at our discretion. □
14. Where 1/4 or more of the appointment time has been lost due to lateness of attendance, we reserve the right to re-schedule appointments and charge up to full hourly clinician rate for the appointment time lost at our discretion. This is to have to avoid rushing work and the knock-on effect throughout the day on other scheduled appointments. □
15. In the event of erratic or unreliable attendance or if there are 3 or more late cancellations or late attendances in any 12-month period we reserve the

right to request full payment of fees in advance at our discretion prior to scheduling further appointments. We reserve the right to temporarily or permanently withdraw services at the discretion of the clinician in charge of your care and the Clinical Director without further obligation or acceptance of responsibility for direct or indirect consequences of postponing treatment.

Estimates and guarantees

16. Due to the complexity of some courses of treatment, it may not be possible to give an accurate estimate of fees at the start of treatment until some investigative procedures are carried out first and the response to initial treatment evaluated. Such estimates will then necessarily need to be staged or phased. You will be informed in writing as soon as possible if the treatment costs are likely to exceed or fall below the estimate.
17. Estimate ranges given on preliminary reports may be subject to written confirmation with a full dental report, treatment plan and estimate for which a separate fee is payable. *Please note that the estimates are not definitive quotes and may vary up or down during a course of treatment.* Occasionally we may complete treatment for a lower fee than initially predicted. Additional fees may be incurred if you delay treatment beyond the recommended timescale or further time or expense is incurred in completing your case due to delay or if your case proves to require significantly more time or expense to complete than first predicted. The appropriate party will complete balancing payments within 14 days after the end of the relevant phase of treatment. □
18. Azure Dental and the dental technicians with whom we work guarantee our work against *technical* failure for 5 years. "Technical failure" will be diagnosed and photographically documented by the dental surgeon and the information shared with the dental technician responsible for any laboratory work fitted. It will cover the following: □ • Breakage of definitive restorations, (but not core restorations prescribed for crowning). • Definitively fitted laboratory work (apart from the acrylic or composite resin veneering on metal framework □ implant bridges which will require servicing as teeth wear). □

The guarantee does *not* cover:

- Minor wear, chipping or cracking from normal usage where the core material or tooth has not been visibly exposed. ☒
- Where a guarantee has not been given in the treatment planning letter for a specific reason or for a specific item or items of treatment ☒
- Where there has been a lack of proper cleaning and home care, lapse in recommended examination and hygienist programme visits, breakage due to trauma, inappropriate use or deliberate damage, delay in the provision of definitive protective restorations beyond a period of 2 months from when recommended, new decay, gum recession exposing edges of crowns or implants, periodontal (gum) infection or sudden tooth or root fracture under

an intact restoration. ☐

- Subjective aesthetic "failure" or subjective unacceptability from the viewpoint of the patient or third party including their partner or spouse if work is technically correct and the patient has accepted cementation or fitting at the time of the fit appointment. ☐

19. Azure Dental also covers the following biological failures. Biological failure includes the following:

- Complete failure of bone grafts or soft tissue grafts or dental implants *in non-smokers, patients not taking bisphosphonate or other bone metabolism-influencing medication or any disease process influencing bone or soft tissue healing including but not limited to high LDL cholesterol and low vitamin D levels only.*

Failure < 1 year	Work will be repaired or replaced free of charge, or fee paid for failed work will be deducted from further work whichever is applicable. <i>Refunds will not be made.</i>
Failure 1-2 years	Work will be repaired or replaced at 20% of current cost, or 80% of fee paid for failed work will be deducted from further work whichever is applicable. <i>Refunds will not be made.</i>
Failure 2-3 years	Work will be repaired or replaced at 40% of current cost, or 60% of fee paid for failed work will be deducted from further work whichever is applicable. <i>Refunds will not be made.</i>
Failure 3-4 years	Work will be repaired or replaced at 60% of current cost, or 40% of fee paid for failed work will be deducted from further work whichever is applicable. <i>Refunds will not be made.</i>
Failure 4-5 years	Work will be repaired or replaced at 80% of current cost, or 20% of fee paid for failed work will be deducted from further work whichever is applicable. <i>Refunds will not be made.</i>
Failure > 5 years	Full fee applicable or deduction in current fee will be applied at our discretion

- Failure of root canal treatment by persistent infection but not including breakage or root fracture under a crown ☐ or due to a delay in protective crowning or onlaying for protection when recommended. Work is guaranteed as follows: ☐

20. Any areas of dispute may be referred for independent arbitration with the

professional indemnity society of the clinician concerned. Details of the clinician's professional indemnity society can be requested from the Practice Manager Rebecca Headland by emailing becca@azuredentalclinic.co.uk. □

21. The guarantees are conditional on you receiving at least 1 examination at Azure Dental per calendar year and at least 4 hygienist visits per calendar year or as specifically recommended to you in your correspondence or subsequent dentist or hygienist/therapist advice during review or examination appointments. Azure Dental is not responsible for the quality of hygiene services provided by other practices. Inadequate or infrequent hygienist care may negate your guarantee and our recommendation is that hygiene services are provided and documented at Azure Dental to maintain this guarantee unless alternative hygienist services can demonstrate documented care to the same standard. Should you be unable to attend Azure Dental for your hygiene maintenance appointments we will provide an outline at the end of treatment of the recommendations for ongoing hygiene care. This would include yearly recordings of plaque, bleeding, pocketing and recession scores and additional photographs and radiographs as appropriate. Allowances may be made for exceptional circumstances at our discretion. □

Clinical records and consent

22. All original material and digital dental records, laboratory work, photographs, video or patient data recorded on any medium remain the property of yourselves. Azure Dental will request permission for usage of this data and may be used for professional teaching or promotional materials including but not restricted to national and international teaching, lecturing, mentoring, publishing, brochures and websites unless you inform us otherwise in writing.
23. Photographs and occasional video are taken routinely as part of your clinical record and it is not acceptable for us to work without this documentation.
24. Agreeing verbally, booking a treatment appointment and / or completing and signing the accompanying treatment plan implies that you have read, understood, accept and agree to abide by these terms and conditions as they apply to the course of treatment and that all your questions regarding the proposed treatment have been answered to your satisfaction. □
25. Attendance for a scheduled treatment visit following receipt of the correspondence and payment implies consent to commencing treatment as proposed in the latest correspondence sent by Azure Dental and to settling associated fees as per these terms and conditions if no other communication is received in writing or by e-mail from you prior to the treatment appointment.

Payments, discounts and late payment penalties

26. The patient is responsible for the timely settlement of fees incurred after consent or implied consent to treatment even if a third party is responsible for payments. Azure Dental reserves the right to charge for time, materials, and third party expenses including laboratory work or components allocated or ordered for treatment that the patient has initially agreed to undergo either verbally or in writing but which he or she subsequently postpones or cancels altogether for the foreseeable future. □
27. Invoices for professional services are payable as outlined by the phases of treatment. A 5% advance payment discount is applicable if the full estimate (all phases) is paid in full in advance.
28. You are responsible for settlement of all additional fees in full within 14 days from the day of invoice (unless otherwise agreed in writing or via an approved payment plan). Where treatment fees are to be settled by a third party, fees will be requested in advance of treatment proceeding and funds must be cleared in our account prior to appointments being scheduled. Funds from third party financing must be arranged, approved and cleared into our account prior to appointments being scheduled. If treatment is commenced and the decision is then made afterwards by the patient to obtain finance from a third party for the remainder of treatment, we reserve the right to delay scheduling of future appointments until finance has been agreed and funds cleared into our account. Any outstanding fees already incurred are payable as per these terms and conditions. □
29. We reserve the right to postpone further on-going treatment if due invoices are not settled by due dates and can take no responsibility for any disruption to treatment, inconvenience or further costs that are incurred in the event this decision is made. We are sympathetic to changes in personal circumstances that may preclude further treatment or cause difficulties in making payments. In the event that settlement of fees is not possible due to a change in personal circumstances, please write to the Patient Coordinator Karis Whitehead via normal post or e-mail karis@azuredentalclinic.co.uk as soon as possible and in any event no later than 2 working weeks after the date of invoice so that we can make suitable arrangements. It is not possible to extend credit beyond that stated in the treatment planning and estimate unless there are exceptional circumstances and Azure Dental is made aware of them as soon as possible.
30. The balance of fees not paid and cleared in full by one calendar month from the day of invoice after work is □ completed will be subject to a 2.0% per calendar month interest surcharge on the following working day, compounding monthly. Please settle early if you will be unavailable after this deadline. This fee is applied monthly on the next calendar working day after the invoice date to the balance of the account until the account is settled and cleared in full. A reminder and updated statement will be sent after each calendar month to your last known contact address or e-mail. □

31. We will send a final request to you at your last known contact or e-mail address after the second month from date of invoice with notice of impending transfer to a debt collection agency should the account remain unpaid. You should submit any valid reasons for non-payment of fees well before this date in writing and request acknowledgement of receipt. □
32. Account balances not settled within three calendar months from the date of invoice will be forwarded to a registered debt collection agency of our choice or HM Courts and Tribunals Service (HMCTS) Money Claim Online without further notice. *A 20% surcharge is applied automatically to the account balance when the account is transferred to the collection agency or HMCTS Money Claim.* We will not enter into any direct correspondence regarding fee settlement after referring the account. You should submit any further correspondence regarding this matter directly to the collection agency involved. We reserve the right to withdraw services including emergency care until due invoices are settled. □
33. Should your e-mail or home address or contact numbers change during treatment, or if you will be away from your address for an extended period, it is your responsibility to inform us by e-mail at info@azuredentalclinic.co.uk (or in writing FAO: The Reception Manager, Azure Dental, 6 The Beacons, 1 School Lane, Formby, L37 3LN) to prevent costs incurred by delayed payment due to lost, misdirected or late receipt of invoices.

Further fees may be applied at our discretion (to a value of no greater than 10% of the final balance of the account) if extensive administrative time is spent dealing with recovery of monies owed on your account. □

34. All above-mentioned fees are cumulative. The monthly 2.0% administrative fee will continue to be applied to the final balance of the account *even after referral to a debt collection agency* or HMCTS until the account is settled in full. □
35. Azure Dental has a policy of pursuing all unpaid accounts through appropriate legal channels including all time and legal costs incurred in the pursuit and recovery of due fees. Please note that this may greatly increase the total fees payable over and above the outstanding invoice amount. If you are genuinely unable to pay due to a change in circumstances, please do let us know in writing a timely fashion so that we may make mutually acceptable arrangements. □
36. In the rare event that an Azure Dental clinician must cancel or postpone an appointment for any reason such as illness, equipment breakdown or unavailability beyond their control, if they are running late due to an unexpectedly long treatment duration with a previous patient or more frequent visits are required for your treatment than initially predicted, they would not be liable for any loss incurred by you directly or indirectly. However, at Azure Dental we do appreciate that your time and diary are at least as important as our own and undertake to minimise inconvenience as far as possible. □
37. The above terms are set by Azure Dental and apply to treatment carried out

at or under the care of Azure Dental at 6 The Beacons, 1 School Lane, Formby, L37 3LN. Default late payment penalties as set out in the Late Payment of Commercial Debts (Interest) Act 1998 F15A as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 (amended 16th March 2013) do not apply. Azure Dental is authorised and regulated by the Financial Conduct Authority

38. *For any questions or comments regarding these terms please contact the Azure Dental Practice Manager Rebecca Headland at becca@azuredentalclinic.co.uk or the Clinical Director Dr Dan Hines at dan@azuredentalclinic.co.uk.*

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