

Terms and conditions of Katoomba Dental VIP Membership Program

Last Updated: 11/08/2022

These Terms and Conditions govern the terms of your membership. Please read them carefully.

1. Introduction

1.1. These Terms and Conditions apply to the services provided or adapted by Katoomba Dental Centre for those that obtain membership of Katoomba Dental VIP Membership Program.

1.2. Membership with Katoomba Dental Centre will be provided by Katoomba Dental Centre with the use of a Direct Debiting company known as *Payrix*

1.3. From here on, membership will refer to membership of 'Katoomba Dental VIP Membership Program'.

2. Benefits of Membership

2.1. Members will be entitled to various offers, including but not limited to, access to various discounted services and resources, welcome gifts, and periodic benefits at the discretion of Katoomba Dental Centre. Further inclusion details are outlined in *Appendix A*.

2.2. If available, members will be entitled to an offer for a dental payment plan. The terms and conditions of the payment plan are separate and will be made available to any member who wishes to discuss it. Internal payment plans are approved on a case by case basis only.

2.3. If you have children 18yrs and under, and/or a spouse, and/or any other dependent family who are also members, we will link your payments together under one easy monthly payment. This will be required for our family discounts to apply.

2.4. Additional inclusions can be added to your membership if desired and recommended by your dentist. Further inclusion details are outlined in *Appendix A*.

3. Membership costs

3.1. Membership benefits are the same for all ages and qualifiers. The only difference is the yearly cost. These costs are outlined in *Appendix A*

3.2. Additional benefits can be added to your account and is outlined in *Appendix A*

3.3. Membership starts on the first day of the month of sign up.

4. Acceptance of Terms

4.1. You will be deemed to have accepted these Terms and Conditions for membership once you sign our application form and it is processed.

4.2. By accepting these Terms and Conditions you confirm you are either the patient, or the parent/legal guardian of the patient that is applying for membership.

4.3. We reserve the right to review and revise these Terms and Conditions from time to time without prior notice and, by using the services subsequent to any revision of these Terms and Conditions; you agree to be bound by such changes.

4.4. We reserve the right to refuse a person membership with no reason given.

4.5. Upon acceptance of these terms, you are bound and committed to the membership for a minimum of 12 months.

5. Account Registration

5.1. Where appropriate, you agree to provide such information about yourself as required when subscribing for membership and you shall ensure that it is at all times true, current, accurate and complete. If it is not or we reasonably suspect it is not true, current, accurate and complete then we shall be entitled to terminate your membership or suspend your privileges until such time as we determine appropriate.

5.2. If you wish to make any changes to your account details, an appropriate form must be filled out and submitted with the changes clear.

6. Inclusions, Charges and Payments

6.1. General Rules

- A minimum of 12 months membership is required. Ongoing, membership periods are 12 months long.
- Katoomba Dental Centre reserves the right to provide partial refunds for patients on a case by case basis if they cancel their membership within a 12-month period of membership.
- You will pay by direct deposit or credit card only, this is setup through the online portal of Payrix or an alternate service provided by Katoomba Dental Centre.
- If any payments fail, we reserve the right to withhold or suspend your access to member inclusions and you may be charged a small fee.
- Any complimentary or included services not used within the 12-month period will be considered forfeit at the time of renewal.
- Services that *may* be excluded from the membership include: Certain packaged Implant treatments, certain Denture treatments, Orthodontics, Whitening, Sleep Apnoea treatment, Facial Injectables and TMJ treatment.

6.2. Fees

- Fees will be taken on the first business day of each month.
- Fees are charge monthly, alternate schedules can be arranged with approval from Katoomba Dental Centre.
- It is your responsibility to make sure you have funds and the correct details are provided for the payment to be successful. Adequate notice for a delay of payment is required if you are aware the payment may not be accepted.

6.3. Health Funds

if a member belongs to a health fund then the following applies:

- Your membership subscription is recognised as a deposit into your account at Katoomba Dental Centre, and will be used at the times of your routine exam, scale and polish appointments. General rules still apply.
- You may NOT be able to claim money back on your routine exam, scale and polishes via HICAPS as normal. Facilities will be available to claim money back online or forms produced to make a postal claim.
- You may opt to use the HICAPS facilities for your routine exam, scale and polishes, and if so, then Katoomba Dental Centre will credit an equal amount to your account for any further treatment you have. There is no expiry to this credit.
- All other services can be claimed through HICAPS as normal.

6.4. Using Payrix to manage membership payments indicates that you accept these Terms and Conditions and any other terms which may apply to the membership. If you do not accept these terms, do not use this facility.

- We cannot accept liability for a payment not reaching the intended account due to a customer quoting an incorrect account number.
- We cannot accept liability if payment is refused or declined by the bank or credit/debit card supplier (due to the customer quoting incorrect bank or card details or other reasons).
- If the bank or credit/debit card supplier declines payment, we are under no obligation to bring this fact to your attention. You should check with their bank/credit/debit card supplier that payment has been deducted from their account.
- You will receive a confirmation of payments by email or SMS.

7. Termination of Membership

7.1. If a member wishes to terminate their membership, they must give us at least 30 days' notice. While we will endeavour to process the termination as soon as possible, until it has, membership fees may still be due.

7.2. A member will only be entitled to a refund of fees paid if they have not claimed any of the benefits of membership, this includes any discounted services. These refunds will be calculated on a case by case basis and subject to approval by Katoomba Dental Centre

7.3. A member may be required to pay termination fees according to the following;

- Over a 12 month cycle of your membership; if you terminate prior to 6 months after claiming a complimentary examination, scale and polish, all monies still owing up until the 6 months will immediately become due. If you terminate prior to 12 months after claiming a complimentary examination, scale and polish, all monies still owing up until the 12 months will immediately become due.
- The 12 month cycle of membership is known as the renewal period.
- Outstanding fees may be paid by lump sum, or continue by the original payment method until the termination fees are fully paid.

8. Security

8.1. Any details supplied for your membership application will be kept secure on premises in accordance to PCI DDS Standards. Details for payments will be kept secure on premises until released into Payrix's care.

8.2. No membership details will be given out to anyone except the member, or parent/legal guardian of a member that the details are relevant to.

8.3. We are not liable for any loss of confidentiality or for any damages arising from your failure to comply with these terms. You will be entirely liable for all activities conducted and charges incurred under your membership.

9. Liability

9.1. Whilst we will make every effort to ensure Services are provided in accordance with your expectations and have agreed special rates/benefits for members, you agree and accept that:

- We shall not have any liability to you for delay in carrying out, or failure to carry out, any of our obligations caused by a) you; b) hardware, software, telecommunications or technical or other fault or problems relating any of your systems as a result of which for any reason all or any of our services are not accessible or operational for any period/s; or c) circumstances beyond our reasonable control.

9.2. You agree to release, indemnify and hold Katoomba Dental Centre, including its agents and assigns, harmless from and against all liability, claims, damages, actions or losses:

9.2.1. Suffered or incurred by us;

9.2.2. Arising in any way from collection of payments;

Including but not limited to:

9.2.3. Any failure by you to pay fees;

9.2.4. Any failure by you to provide correct information to us;

9.2.5. Any bank fee or charges incurred in respect of a payment under circumstances described in this clause 9;

9.2.6. Any failure of a payment or any of its operations or processes due to a computer failure;

9.2.7. Any misrepresentation, breach of contract, or failure of consideration in relation to any dealings with you.

Although we do not accept liability for matters covered by clause 8 we will, once aware of the situation, try to assist in the satisfactory resolution of such issues.

10. Forfeitures

10.1. Every 12 months at the beginning of the calendar year, the membership program will be reviewed. As part of this review it will be determine whether or not the program will continue to run. In the event that the program is closed the following will occur.

- Each member will receive notice of the membership programs' closure.
- No new memberships will be given out thereafter.
- We will honour every member's benefits until they reach 6 months in their renewal cycle. From then on their membership will be terminated.

11. General Provisions

11.1. During the annual review of the membership program, we will also review the fees. Any and all fees may be increased as with the regular fees within Katoomba Dental Centre. Members will be given at least 30 days notice before any fee increase comes into effect.

11.2. The parties acknowledge and agree that all intellectual property rights in any data shall at all times remain with the party from whom the data was originated.

11.3. We may disclose your information to any company that provide services for membership at Katoomba Dental Centre.

11.4. A failure or delay by either party to enforce any rights under these Terms and Conditions is not an implied waiver of that right or of any other right in the future.

11.5. These Terms and Conditions reflect the entire agreement between the parties. If any provision of these Terms and Conditions is held or made invalid by a court, statute or rule or otherwise, the remainder of these Terms and Conditions will not be affected.

11.6. These Terms and Conditions shall be governed by and construed in accordance with Australian law and the parties agree to submit to the non-jurisdiction of the Australian courts.

12. Definitions

Renewal Period – A period of 12 months of membership starting from the first of the month after a member has signed up, until the first of the same month the following year.

Payrix – An online payment portal designed to handle scheduled payments such as the membership program for Katoomba Dental Centre.

Spouse – A defacto partner of another person

Name: _____

Name of parent or guardian if person is under 18yrs. _____

Signature: _____

Date: _____

Appendix A

The membership program costs and inclusions are outlined below:

Basic Membership		
4 – 18yrs	19 – 59yrs	60yrs + (or have concession / health care card)
\$180 per year	\$500 per year	\$400 per year
Includes: - 1x Routine check-up, scale clean, polish and fluoride treatment. - 10% Discount on all treatments (except those outlined in 6.1.) - 10% Discount on all Dental products	Includes: - 2x Routine check-up, scale clean, polish and fluoride treatment. - 10% Discount on all treatments (except those outlined in 6.1.) - 10% Discount on all Dental products	
Perio Patient	\$600 per year Includes: All the same as Basic Membership	
Denture Patient	\$125 per year Includes: Only 1x Routine check-up and clean. Discounts are same as Basic Membership. Additional costs for repair or removal of fixed prosthesis may apply.	
Add-ons		
1x Extra routine check-up, scale clean and polish		\$180 per year
1x Extra Perio Maintenance appointment		\$250 per year
1x Implant/denture maintenance		\$125 per year
Exclusions - Facial Injectable treatments. - Teeth whitening treatment, including take home teeth whitening treatments. - Discounts on treatment already discounted by the practice for promotions or packages.		
Discounts for Family’s		
Additional Junior Member	Additional General Member	Additional Senior / Concession Member
Discount of \$20 per year No limit to number of children added to program.	Discount of \$40 per year Limited to both child and adult dependants, and spouses	Discount of \$30 per year Limited to both child and adult dependants, and spouses