

Terms and conditions of Katoomba Dental Membership Benefits Program

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 Membership Benefits 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 IntegraPay (<http://www.integrapay.com.au/about/>).

1.3. From here on, membership will refer to membership of Katoomba Dental Membership Benefits 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, including; two complimentary routine examinations and scale and polishes over a 12 month period, a single complimentary or emergency consultation, referral rewards, and a bag with an assortment of hygiene products upon initial signing.

2.1.1 Junior Members (4-12yrs inclusive) receive only one complimentary routine exam, scale and polish over a 12 month period.

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.

2.3. If you have children 18yrs and under, and/or a spouse who are also members, we will link your payments together under one easy monthly payment at a reduced rate.

2.4. If any member needs further examinations or scale and polishes, then those appointments will be subject to the appropriate membership discount.

2.5. If any member refers a person(s) to the clinic, that is not an immediate family member or spouse, and that person has not been a patient at Katoomba Dental Centre before, and that person(s) then become a member, a voucher will be given to the referring member for oral hygiene products at Katoomba Dental Centre.

2.6. No discount benefits affect the price for over the counter products.

2.7. There is a 2 month membership waiting period. The two months begin after any pro rata time. During this period you will not be able to claim your complimentary routine examination, scale and polishes; however, you will immediately receive your appropriate discount according to your membership level.

2.7.1. If you have paid your first 3 months of your membership, you will be entitled to claim your complimentary routine examination, scale and polishes immediately.

3. Membership Levels

3.1. There are 3 levels of membership

- **General Membership** is for adults between 19 and 59 inclusive. If your spouse is a member or becomes a member, then your combined payments are reduced by \$4. This is known as an Associated General membership.
General members receive 10% off Major dental items, and 5% off General dental items.
- **Senior Membership** is for seniors of the minimum age of 60yrs. If your spouse is a member or becomes a member, then your combined payments are reduced by \$4. This is known as an Associated Senior membership.
Senior members receive 15% off Major dental items, and 10% off General dental items.
- **Junior Membership** is divided into two categories. For 4-12yr olds and for 13-18yr olds. For every extra child that is within the 4-12yr bracket, payments are reduced by \$2, and for every extra child that is within the 13-18yr bracket, payments are reduced by \$4.
Any junior membership must be accompanied by a parent or guardian with membership.
Junior members receive 10% off general dental items.

4. Acceptance of Terms

4.1. You will be deemed to have accepted these Terms and Conditions for the level of membership you are entitled to if you sign an application form for membership.

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.

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. Charges and Payments

6.1. **General Rules**

- There is no minimum period for membership, however, certain fees may be due if you terminate your membership.
- You will pay by direct deposit or credit card only, setup through the online portal of Integra Pay.
- If any payments fail, we reserve the right to withhold or suspend your access to member privileges and you may be charged a small fee.

- To receive the associated discounts, payments must be made together. This will be adjusted via a simple application form provided to you.
- Your complimentary exam, scale and polishes, and your complimentary or emergency consultation must be used within your renewal period. If it has not been claimed during this time then it is considered forfeit.
- Services that may be excluded from the Membership Benefit Program include: Orthodontics, Teeth Whitening, TMJ Treatment, Sleep Apnea Treatment.

6.2. Fees

- **General Membership** – The fee per month for a general member is \$40; an associated general member is reduced to \$36 per month. (\$480 and \$432 per year respectively)
- **Senior Membership** – The fee per month for a senior member is \$35; an associated general member is reduced to \$31 per month. (\$420 and \$372 per year respectively)
- **Junior Membership (4-12yrs)** – The fee per month for a junior member (4-12yrs inclusively) is \$18 per month, and extra junior members (4-12yrs inclusively) are reduced to \$16 per month. (\$216 and \$192 per year respectively)
- **Junior membership (13-18yrs)** – The fee per month for a junior member (13-17yrs inclusively) is \$30 per month, and extra junior members (13-17yrs inclusively) are reduced to \$26 per month. (\$360 and \$312 per year respectively)

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. Fees are payable once a month on the first of the month. If a member signs during the month, then a pro rata fee will be calculated and charged with regular payments starting on the first day of the following month.

6.5. Membership paid on the first of the month then qualifies a member the benefits of membership for the entirety of that month.

6.6. Using Integra Pay 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.

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.

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.

7.4. Katoomba Dental Centre will ensure that after taking into account services already provided pursuant to your Membership, you will not be out-of-pocket following a termination of your membership.

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 Integra Pay'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 Katoomba Dental Membership Benefits 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 they their membership will be terminated.

11. General Provisions

11.1. During the annual review of the Katoomba Dental Membership Benefits 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

Major Dental items – Items relating to Crown, Bridge and Implant works
i.e. ITEMS: 613, 618, 643, 661, 666, 671, 684, 688, 691

General Dental items – All items excluding Major Dental items

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.

Integra Pay – 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: _____

Signature: _____

Date: _____