

1. Commencement, Duration and Termination

This Agreement will commence on the date the first payment is due and continue in force until cancelled by the Payer giving the Dentist or Privilege Plan Limited 28 days' notice in writing. The Dentist may cancel this Agreement by giving the Payer 28 days' Notice in writing from the date of the Notice or on the completion of any outstanding course of Treatment for any of the Patients. The Dentist may terminate this Agreement with immediate effect if, in his or her reasonable opinion, the Patient, or their Parent or Guardian in the event that the Patient is a Minor, commits any act or omission (e.g. persistently failing to attend appointments, not agreeing to essential remedial Treatment, not advising the Dentist of any injury, problem or other material matter) affecting the Patient's oral health or if the Payer fails to pay any money due. Should the Patient receive discount for additional procedures not covered by any Plan/s the Patient agrees to remain a paid up Member for a minimum of 12 months from the date the first payment is made. Should the Patient cancel before 12 monthly payments are made any discount allowed becomes payable in full forthwith.

2. Variation of this Agreement

This Agreement may be varied by the Dentist or Privilege Plan Limited by giving the Payer 21 days' Notice in writing.

3. Appointment as Agent

The Payer acknowledges that Privilege Plan Limited only provides administrative services to enable the operation of the Scheme and does not provide dental advice.

4. Payment default by the Payer

Any unpaid Direct Debits will be re-presented once only by Privilege Plan Limited advising the Payer and the Dentist of the default. During a period of default the Patients are not entitled to any dental treatments or other benefits under the Plan/s. Should the Payer default twice in successive months this Agreement is automatically terminated with immediate effect. An administration charge will be made in respect of each unpaid direct debit and for each reinstatement howsoever the cancellation was caused per patient.

5. Cancellation of, or missed, appointments

The Patient agrees to give the Dentist at least 48 hours' notice of cancellation (24 hours if the appointment is scheduled to last 1 hour or less). If the Patient fails to give such notice or fails to attend, the Dentist shall have no liability to reinstate the appointment without making a charge.

6. Maintenance of regular visits

Ongoing dental health depends on maintaining regular visits for examinations and hygienist sessions. Although the Dentist will normally contact the Patient when the routine checkup and/or hygienist appointment is due, it is the Patient's sole responsibility to book routine examinations every six months and hygienist sessions in accordance with the provisions of their plan. In the event that the routine reminder is not acted upon, the Dentist may send additional reminders for which a charge may be made. Additional reminders will normally be sent by email and/or SMS and it is the Patient's responsibility to advise the Dentist of any changes to their contact details including home address, mobile & landline phone numbers and email address.

7. Allocation of payments & funding of inclusive treatment

All monthly payments made by the Payer will become the property of the Dentist immediately on receipt, will be treated as a subscription fee and are not transferrable to other patients. To enable efficient operation of the scheme, a sum equivalent to the payment received will be credited to the Patient's account and the cost of providing the inclusive examinations and hygienist sessions will be debited to this account as and when the sessions are completed. Provision of inclusive examinations and hygienist sessions is contingent on sufficient payments being made to cover their cost (the total of which over a twelve month period will be equivalent to the monthly payment multiplied by twelve). In the event that sufficient payments are not available (due to increased frequency of treatment or missed payments), the Patient will be asked to cover the shortfall. Where multiple patients are included on the same direct debit, credits will be applied to individual accounts according to the plan they have joined.

8. Utilisation of surplus payments

The Dentist may, at their sole discretion, allow some or all of any surplus payments made to be used to offset the cost of other treatment up to a limit of 100% for examinations & hygienist sessions and 50% per treatment otherwise. Unutilised credits resulting from non-attendance for routine examinations and hygienist sessions will be held for twelve months from the date of their receipt, following which they may be retained by the Dentist. Credits will be applied to treatment on a 'first in, first out' basis with the earliest dated credits used in turn to offset the cost of treatments undertaken. In the event of cancellation of the plan, credit balances will be held for twelve months from the date of cancellation, following which they may be retained by the dentist.

9. Treatment of children

Children or step-children of the Patient aged 18 and under and living at the same address as the Patient will be entitled to two free examinations per year and to receive the members' discount on qualifying treatments.

10. Entitlement to benefits

Entitlement to members' discounts will be immediate on joining the scheme; inclusive treatments will be given once sufficient payments have been made to fund their cost in full (normally after six months for examinations and after a period in months calculated as 12 divided by the number of inclusive sessions allowed per year for hygienist sessions). Entitlement to benefits will cease immediately on cancellation of the plan by the Patient or Payer, the Dentist or Privilege Plan Limited and all subsequent treatment will be charged at the standard (non-member) rate. There is no cash alternative to the benefits and no variation of the monthly fee will be made to compensate for non-utilisation of benefits.

11. Refund of payments

There will be no refund for any "unused" Services. No refunds of payments will be made in the event of cancellation of the plan or any other event outside the control of the Dentist.

12. Promotional periods

The Dentist, at their sole discretion, may offer promotional 'free membership' periods to new members from time to time. This means that the member will be able to benefit from members' discounts without making any payment by direct debit during the period specified. Pursuant to clause 7, an additional notional credit equal to the normal monthly payment of the plan chosen may be applied to the practice account of the Patient by the Dentist to cover the promotional period. The provisions of clause 8 will not apply to these credits and they may only be used to offset the cost of the initial inclusive checkup or hygienist session, whichever comes first. For avoidance of doubt, they cannot be used to offset the cost of other treatments in the event of their non-utilisation for their intended purpose.