

## **Tooth Club Terms and Conditions of Agreement**

**Effective from 26<sup>th</sup> March 2019**

### **Tooth Club membership privileges and entitlements**

1. The annual membership fee is based on the combined costs of two *comprehensive or periodic oral examinations* (011 or 012) and two *removal of calculus – first appointments* (114) per patient.
  - 1.1 It is recommended that the same treatment codes be used approximately 6 months apart to enable bi-annual assessment and maintenance of oral health, and therefore must be claimed within the membership period.
  - 1.2 The accumulated payments for the membership fee, whether paid in full upfront or paid sequentially over 12 months, may not be used as payment towards other diagnosed treatment.
  - 1.3 As treatment is pre-paid for as part of the membership fee, patients with existing health funds must seek rebate disbursement directly from their health fund.
  - 1.4 Please note that this fee may be subject to minor increases to adjust for inflation, however members will be notified ahead of any increase instated, in accordance with clause 11.
2. No charges apply for any number of intra-oral X-ray or photographic records (022 or 072), or extra-oral panoramic X-rays also known as an Orthopantomogram (037) taken. This condition applies to these specified radiographic/ digitised image item codes only.
3. Two complimentary *oral examinations - limited or consultations* (013 or 014) per patient are allowed for unplanned or emergency diagnostic purposes only and therefore may not be applied to appointments where treatment was previously advised but not carried through/ accepted.
4. Treatment fees that will be reduced at the time of billing.
  - 4.1 All Implant and Invisalign treatment plans will be subjected to a 10% reduction of Dental on Flinders private fees. Please note that sometimes implant and Invisalign fees may be adjusted to reflect the cost of materials and/or specialization required from case to case. The dentist is obligated to advise of any additional costs.
  - 4.2 All other diagnostic, preventative, periodontic, surgical, endodontic, restorative or prosthodontic are subject to a 15% reduction of Dental on Flinders private fees.
5. Children of members who are not eligible for Medicare's Child Dental Benefit Scheme, are eligible until 17 years of age for the same benefits as the parent member(s), under the same terms and conditions, without incurring any annual membership charge.
6. Membership entitlements may be claimed immediately upon receipt of a signed Tooth Club membership application and direct debit request approval.
  - 6.1 Unclaimed entitlements not used in any given period will not be carried forward or membership fees refunded.
  - 6.2 Membership entitlements and/or membership fees may not be transferred to another patient.
  - 6.3 As a general practise, Dental on Flinders will endeavour to notify patients of treatment required however patients are responsible for making and attending appointments.
7. Patient may apply for payment plans in conjunction with membership however will still be subject to account management fees and must adhere to Terms and Conditions set by the payment plan provider.

### **Paying the annual membership fee**

8. Membership begins from the date application is approved -upon receipt of a signed Tooth Club membership application and direct debit request approval- and will auto-renew annually on the same date unless notified to cancel. Please note that Dental on Flinders will give notice of every patient's auto-renewal via email or phone reminder 28 days before this is scheduled to occur.
  - 8.1 It is the patients' responsibility to contact Dental on Flinders at least 5 business days before this annual auto-renewal takes place, if cancellation is preferred.

- 8.2 A patient may choose to delay the renewal month of their membership at this time, however this must be requested at least 5 business days before the auto-renewal is due.
- 8.3 Dental on Flinders may choose to cancel a patients' membership if no contact has been made for the length of one membership term.
9. The membership fee is to be paid via direct debit in monthly instalments and will be taken on, or the first business day following, the 15<sup>th</sup> day of each month by the practices' billing service provider Ezypay on behalf of Ganhewa Family Trust.
- 9.1 It is possible to delay the first direct debit to the following billing cycle upon request, however the membership period will still be defined by the date of membership approval stated in clause 8.
- 9.2 Ezypay direct debit payment schedule:
- 9.2.1 For Flying Solo membership:  
Recurring payment: \$33/month (\$396/year)  
Ezypay one-off set up fee: \$2.20  
Ezypay transaction fee: 1.54% + 33c (incl. GST) = 85c  
Total recurring payment: Initial payment of \$36.05, then \$33.85 every 1 month
- 9.2.2 For Duo membership:  
Recurring payment: \$60/month (\$720/year)  
Ezypay one-off set up fee: \$2.20  
Ezypay transaction fee: 1.54% + 33c (incl GST) = \$1.25  
Total recurring payment: Initial payment of \$63.45, then \$61.25 every 1 month
- 9.3 The Ezypay failed payment fee is \$9.79 (incl. GST).
- 9.3.1 This will be charged to the patients' account as per clause 22 in Ezypays' Terms and Conditions which were made available at the time of the direct debit request and can be further accessed via the link sent by Ezypay to the patients email.
- 9.3.2 If a direct debit payments fail twice consecutively, Dental on Flinders may cancel or suspend the patients' membership providing 1 months' notice in advance. In the event of membership suspension by Dental on Flinders for this reason, the annual membership period will not be extended.
10. In the event that a patient needs/ wishes to cancel their membership before the annual membership term is complete, the membership agreement will still need to be paid out to compensate the practice for losses incurred.
- 10.1 The termination fee charged will be based on the lower of either:
- 10.1.1 The remainder of total annual membership fee, \$396 for Flying Solo members or \$720 for Duo members; or
- 10.1.2 The total discounted treatment fees for all treatment provided during the membership period. Dental on Flinders reserves the right to recover any discounts applied to treatment completed during the membership period.
- 10.2 Cancelled memberships may only be reinstated, or a membership placed on hold by the patients' request, for medical reasons, unplanned life events or if the patient has transferred. In this event, evidence is required for verification.
11. Dental on Flinders reserves the right to make changes to these terms of agreement to suit the needs of the practice, and will endeavour to provide notification at least 28 days before these changes are brought into effect (i) via email or phone; (ii) by placing an announcement within the practice; or (iii) by publishing them on the Dental on Flinders website or social media pages.