1. Fees payable by the Patient

1.1 The Patient will pay the Practice a Monthly Fee as stated overleaf for the Services listed in 2.2 below.

1.2 Payments will be taken by Direct Debit, through Membership Plans Limited, part of Lloyd & Whyte Group Ltd (MP), who administer the Direct Debit facility on behalf of the Practice.

1.3 The first payment may be taken up to 2 months after the date of this Agreement due to administrative reasons and will consist of a "double payment" to include payment for the first and second month.

2. Services provided by the Practice

2.1 In consideration of the Fees outlined in 1.1 above, the Practice agrees to provide the Services described in 2.2 below either through the Dentist or by a suitably qualified partner, member of staff, deputy or locum.

2.2 The services to be provided are:

Bronze
– £28.21 per month

- 2 Routine Examinations per year.
- 2 Hygiene Appointments per year.
- 2 Small x-rays per year.

Silver
– £41.50 per month

- 2 Routine Examinations per year.
- 4 Hygiene Appointments per year.
- 2 Small x-rays per year.

Gold
– £32.33 per month

- 2 Routine Examinations per year.
- 2 Hygiene with airflow appointments per year
- 2 Small x-rays per year.

Platinum
– £49.75 per month

- 2 Routine Examinations per year.
- 4 Hygiene with airflow appointments per year
- 2 Small x-rays per year.

Free Whitening

Patients who join a Gold or Platinum membership plan are entitled to free teeth whitening treatment as a benefit of the plan. Free teeth whitening is subject to a full examination by your registered dentist to ensure whitening treatment is safe and appropriate for the patient. Patients can access free teeth whitening after 6 monthly direct debits have been successfully collected by Membership plans Ltd. If the membership plan is cancelled within the 12 month period, a fee of £450.00 will be payable to the practice for any whitening services provided.

2.3 For the purpose of clause 2.2, 12 months will run from the Date of Commencement and each anniversary of that date.

2.4 The Fees paid under this Agreement do not cover the costs associated with treatment which has been specifically agreed to be excluded between you and the Practice. This would be charged separately.

3. Responsibilities of the Patient

3.1 You must pay the Monthly Fee. If the Direct Debit cannot be taken, then all benefits under the Plan will cease from the date it was due to be taken.

3.2 You are responsible for ensuring that you make appointments with the Practice. There will be no refunds for any "unused" Services, nor can they be carried forward from one year to another.

3.3 You must keep appointments made with the Practice or pay the appropriate missed appointment fee.

4. Administration

4.1 Administration of this scheme is undertaken (on behalf of the Practice) by L&W. By signing this Agreement you consent to these companies using the data you provide in order to complete such administration, but your personal details will not be used by them for any other reason.

4.2 L&W are not party to this Agreement and as such have no liability to the Patient (whether in respect of negligence, breach of contract, defective or unsatisfactory treatment or otherwise) but they may rely on the provisions of this Agreement despite the terms of the Contracts (Rights of Third Parties) Act 1999.

5. Complaints

5.1 Any complaints should be made in writing to the Practice. Such complaints will be treated fairly and promptly.

6. Changes to the Plan

6.1 The Practice may change the Fees payable or extent of Services provided under this Agreement at any time. The Patient will always be given as least one month's Notice of such changes. Under normal circumstances Fees would only be changed once each year.

6.2 Any Notice will be deemed to be valid if sent to your last known preferred method of contact.

7. Termination of this Agreement

7.1 Either the Practice or Patient can terminate the Agreement at any time, with one month's Notice.

7.2 If Direct Debits cannot be taken from the Patient, then the Patient will be deemed to have terminated this Agreement.

7.3 On termination of this Agreement:

- All Services will cease immediately.
- If less than 12 months have passed since the commencement of this Agreement, and termination is by the Patient rather than the Practice, then the Patient will be responsible for paying any difference between the amount of Fees paid and the Practice's standard costs for Services used.
- There will be no refund for any "unused" Services.

7.4 If a patient wishes to re-join the Plan, then this is at the discretion of the Practice and may incur a charge which would be advised prior to re-joining.

8. Change of Practice

8.1 If the Patient moves to a different Practice, then this Agreement will terminate. This Agreement is not transferable.

9. Governing Law & Jurisdiction

9.1 This Agreement is governed by and constructed in accordance with English Law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

10. Data Protection

10.1 All parties will comply with all applicable Data Protection Legislation:

"Data Protection Legislation" means the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (GDPR), any secondary legislation made pursuant to these, any legislation that replaces these in whole and in part and any guidelines and guidance notes issued from time to time by the Information Commissioner (ICO) (or its successor) and by all other relevant authorities.