

Marsh Lane Dental Membership Plans

Terms & Conditions

Updated: 11th June 2023

1. These are the terms and conditions that apply to the Marsh Lane Dental Membership Plans ("Plan") between you (in your capacity as customer/patient) and us (Marsh Lane Dental in our capacity as a health service provider). Please note that your visits to Marsh Lane Dental and the health services provided by us are subject to the Marsh Lane Dental terms and conditions.
2. All personal information is collected, stored and used in accordance with our [Privacy Policy](#) and your use of the Marsh Lane Dental website is subject to the Website [Terms of Service](#).

Membership Plan Summary

1. The Plan is a 12-month subscription service that entitles you to receive certain treatments and discounts as described at clause 4 ("Benefits") at Marsh Lane Dental during the Plan term. The Plan will automatically renew for a further 12-month period unless you cancel it or tell us that you do not want to renew it before the end of the term. The following paragraphs explain in more detail the relevant terms and conditions that apply to the Plan.

The Benefits

1. During the 12-month term, the Plan entitles you to the benefits outlined on agreement depending on the plan of choice
2. The Plan may not be suitable for every patient. Your dentist will be able to let you know of the most appropriate treatment course if the Plan is not suitable for you.
3. If advanced or additional hygiene care is required, an additional fee will apply. You will be advised of the additional charge prior to the treatment being completed
4. It is the sole responsibility of the patient to use the benefits before the expiry of the 12-month term.

Registration and use of the Patient Portal

1. When purchasing the Plan you are required to provide a working email address ("contact details"). This is used by Marsh Lane Dental to allow access to the patient portal and communicate operational updates about your plan, including renewal and any changes that may impact your plan.
2. It is your responsibility to notify us in writing if your contact details change, otherwise, we will not be able to contact you and send a reminder to you about the end of the 12-month term and the renewal of the Plan.

Term and Renewal

1. The Plan membership and its benefits are valid for a period of 12 months from the date you sign up.

2. When you register for the Plan, you commit to the full 12-month term.
3. If you wish to cancel the Plan before the end of the 12-month term, you will not be entitled to any refund and any payments still owing in accordance with clause 27 will be payable by you, regardless of whether you have used any of the Benefits.
4. The Plan automatically renews at the end of each 12-month term. If you do not wish to renew your Plan, it is your responsibility to notify us by email at [smile@marshlanedental.co.uk] that you do not want to renew the Plan for another 12-month term.

Price

1. Before you register for the Plan, you will be informed of the total amount payable each month by you
2. The Plan Price is guaranteed to you for that 12-month term of your Plan.
3. Marsh Lane Dental retains the right to change the plan price at any time. Any price changes will apply to existing plans at the point of renewal. Existing customers will be informed at any relevant price changes as part of the renewal email.

Payment

1. The Plan is a 12 month subscription service paid by direct debit via your credit or debit card.
2. You authorise Marsh Lane Dental to automatically deduct the Plan Price payments monthly.
3. If payment fails, Marsh Lane Dental will automatically retry to process payments up to 3 times, until successful. If payment still fails, the Practice Support team will contact you to seek alternative payment or to cancel your plan in accordance with clause 28.
4. Marsh Lane Dental reserves the right to deny the purchase of the Plan or cancel a Plan where the customer has failed to comply with the agreed payment terms. If Marsh Lane Dental cancels the Plan because the payment terms have not been met, you will not be entitled to any refund and any payments still owing in accordance with clause 15 will be payable by you, regardless of whether you have used any of the Benefits.
5. Stripe and its affiliates are the chosen payment gateway used by Marsh Lane Dental to securely transfer payment for the Plan. You authorise Marsh Lane Dental to disclose to Stripe and for Stripe to collect, use, retain and disclose your personal information to the extent necessary.

Cancellation

1. You can cancel your Plan at any time by providing written notice to your Participating Practice.
2. If you cancel your plan within 7 days of registering for the Plan or any renewal pursuant to clause 7 ("Cooling-off Period") you will be liable for the cost of all Benefits used prior to cancellation. Those Benefits will be charged at that Participating Practice's full advertised retail price.
3. If:

- you cancel the Plan after the end of the Cooling-off Period; or
 - Marsh Lane Dental cancels your plan for non-payment in accordance with clause 23, you will be liable for
 - the unpaid balance of the remaining Plan Price; or
 - for the cost of all Benefits used at the relevant Participating Practice's full advertised retail price, less any amount of the Plan Price paid as at the date of cancellation.
1. Where any amount is owing by you under clauses 31 or 32 Marsh Lane Dental retains the right to determine the amount owing and will use reasonable endeavours to give you notice in writing of the amount owing on cancellation and you authorise Marsh Lane Dental to charge you that amount using the payment method nominated by you when you registered for the Plan.

Limits on use of 10% discount

1. The 10% discount on treatment cannot be used in combination with any other offers or promotions, including but not limited to:
- dental exam & X-ray offers
 - new patient offers

You have the option to choose which eligible discount you would like to apply at the time of payment.

Data Retention and Deletion Statement

We retain personal information for as long as is required for the purposes for which the information may lawfully be used. These purposes include

- providing you with the Marsh Lane Dental Plan service (**Plan**)
- automatically renewing your Plan
- pursuing our legitimate business interest
- making data-driven business decisions about new features and offerings
- conducting audits
- complying with (and demonstrate compliance with) legal obligations
- resolving disputes and
- enforcing any agreements.

We will delete your information upon request unless we are legally required to maintain it. Please contact us at smile@marshlanedental.co.uk if you have any questions. For more information on how we use, process and store your personal information, please refer to our [Privacy Policy](#).

Other things to note

1. The Plan is not transferable to another person and cannot be redeemed for cash.
2. The Plan and its benefits cannot be 'put on hold' or deferred.
3. Plan benefits are valid for a period of 12 months only and cannot be transferred to and/or roll over into any subsequent Plan.
4. Patients are solely responsible for advising their Participating Practice if there are any changes to their contact details, including address, phone numbers and/or email addresses and the Participating Practice is not responsible for notifications and reminders failing to meet the Patient.
5. Patients may change the date of their appointment under the Plan in accordance with the Participating Practice's cancellation policy. Please speak to your Participating Practice regarding their specific cancellation policy.
6. In the event a patient fails to cancel an appointment without providing at least 24 hours' notice to the Participating Practice, it will be at the sole discretion of the Participating Practice as to whether or not the treatment will remain unredeemed under the Plan.
7. If any provider (dentist or hygienist) originally booked by you for a Plan treatment is not available on the appointment date, the treatment will be with another suitably qualified provider. Marsh Lane Dental will make every attempt to contact you to advise you of any unexpected changes made to your appointment.

Excluded Treatments

All specialist/ referral based treatments are excluded from the 10% discount. This includes but is not limited to dental implants, orthodontics, sedation, root canal.