The Ivory Group Dental Membership

Terms and Conditions

Effective date: 14th September 2026

Practice: The Ivory Group Dental Practice, Gibraltar

These Terms and Conditions apply to all Ivory Group dental membership plans.

1. Definitions

1.1 “The Ivory Group”, “we”, “us” or “our” means The Ivory Group Dental Practice, Gibraltar, operated by XEL Enterprise LTD with company number 125226, whose practice address is 270 Main Street, Gibraltar.

1.2 “Member”, “you” or “your” means the person named on the membership registration form.

1.3 “Membership year” means each 12-month period beginning on the date the first membership payment is received and each subsequent anniversary of that date.

1.4 “Working day” means a day other than a Saturday, Sunday or public holiday in Gibraltar.

1.5 “Membership schedule” means the current document or fee schedule showing the membership tiers, fees, included services and applicable exclusions.

2. Eligibility and joining requirements

2.1 Membership is available only to patients accepted by The Ivory Group.

2.2 Before joining, each patient must attend and pay for a new-patient dental examination at the practice. The examination assesses oral health and whether the patient is suitable for a preventative dental membership plan.

2.3 Membership may be declined, delayed or made subject to completion of clinically necessary treatment where the treating clinician reasonably considers that the proposed plan is not suitable for the patient’s current oral-health needs. Any treatment identified at the new-patient examination as clinically necessary should normally be completed at the applicable private fees before membership benefits or treatment discounts apply. Where six months of membership fees are paid upfront, discounted treatment prices may apply where expressly confirmed in writing by The Ivory Group.

2.4 The treating clinician will advise which membership tier is most appropriate. Membership does not replace professional clinical judgement, and The Ivory Group may decline membership where a plan is not clinically suitable.

2.5 Membership benefits are personal to the named member and cannot be transferred, exchanged for cash or used by another person unless expressly agreed in writing by The Ivory Group.

3. Membership tiers and annual allowances

Tier	Annual benefits
Maintenance plan	One routine dental examination; one hygiene visit; and clinically necessary intra-oral radiographs when prescribed by the treating clinician.
Preventative plan	One routine dental examination; two hygiene visits; and clinically necessary intra-oral radiographs when prescribed by the treating clinician.
Comprehensive plan	Two routine dental examinations; two hygiene visits; and clinically necessary intra-oral radiographs when prescribed by the treating clinician.
Periodontal plan	Two routine dental examinations; four advanced periodontal maintenance visits; and clinically necessary intra-oral radiographs when prescribed by the treating clinician.

3.1 The exact appointment duration, scope of hygiene or periodontal visits and current membership fees are set out in the applicable membership schedule.

3.2 All examinations, hygiene appointments, periodontal maintenance visits and radiographs remain subject to clinical necessity, appropriate exposure intervals and the professional judgement of the treating clinician. Membership does not entitle a member to radiographs where the clinician considers them clinically unnecessary or inappropriate.

3.3 Annual allowances operate on a use-it-or-lose-it bas minations, hygiene visits, periodontal maintenance visits or radiographs cannot be carried forward, exchanged for money or credited against future membership fees.

3.4 A missed appointment, or an appointment cancelled with less than 24 hours' notice, may be treated as used and deducted from the member's annual allowance. This will not apply where the cancellation is caused by circumstances that the practice reasonably accepts as exceptional.

3.5 Appointments are subject to availability and should be booked in advance. The practice cannot guarantee a particular clinician, appointment time or same-day availability.

3.6 Where a member has made reasonable attempts to book an included appointment during the membership year but the practice cannot offer a suitable appointment before that year ends, the practice will make reasonable arrangements to honour the appointment after the anniversary date.

4. Emergency dental appointment

4.1 All four membership tiers include one emergency dental appointment during each membership year, subject to the member being up to date with membership payments.

4.2 An emergency means an urgent dental problem requiring assessment, such as significant dental pain, swelling, dental trauma or bleeding. It does not include routine reviews, elective treatment, cosmetic concerns or problems requiring hospital or specialist management.

4.3 The emergency appointment includes:

- An emergency dental assessment during normal practice opening hours.
- Clinically necessary intra-oral radiographs where prescribed by the treating clinician.
- A prescription consultation where clinically appropriate; the cost of medication is not included, nor any consequent treatment.

4.4 The emergency appointment is limited to one appointment per member per membership year. Telephone triage, out-of-hours care, hospital care and specialist referrals are not included unless expressly confirmed in writing.

4.5 Any OPG radiograph, additional imaging e.g CBCT scans, treatment, procedure, laboratory work, medication, referral or other third-party cost arising from the emergency appointment will be charged separately at the applicable private fee, subject to any eligible membership discount.

4.6 The emergency appointment does not guarantee same-day treatment or treatment by a particular clinician. The treating clinician will determine the appropriate clinical response.

4.7 The emergency benefit cannot be exchanged for cash, used by another patient or carried forward if unused. A missed emergency appointment or an appointment cancelled with less than 24 hours' notice may be treated as used.

5. Children under 12

5.1 The child benefit applies only to the member's biological or legally dependent children under 12 who are registered with the practice and for whom a parent or legal guardian has completed the required consent documentation.

5.2 Subject to this section, children under 12 may be seen without a professional fee for check-ups, hygiene, basic fillings and simple extractions where the treating dentist considers these clinically necessary. The benefit is limited to the services expressly listed in the current membership schedule and does not create an entitlement to unlimited treatment.

5.3 The benefit is subject to clinical suitability, appointment availability, appropriate consent and the treating clinician's professional judgement. The clinician may determine that treatment is unsuitable for the practice, requires specialist care or should be referred to the Gibraltar Health Authority or another appropriate provider.

5.4 The free treatment provision does not include complex, specialist, hospital-based or externally referred treatment; advanced sedation; general anaesthesia; laboratory costs; orthodontic treatment; cosmetic treatment; specialist imaging; medication; or treatment provided by an external provider, unless expressly agreed in writing.

5.5 The treating clinician may recommend preventive care, monitoring, further investigations or referral where clinically appropriate. The child benefit ends when the child reaches 12, subject to any treatment already expressly agreed in writing.

6. Treatment discounts

6.1 Membership provides a 10% discount on eligible treatment carried out at The Ivory Group by an Ivory Group clinician, as identified in the current membership schedule.

6.2 The discount applies only to eligible treatment provided during active membership and cannot be applied retrospectively. Unless expressly confirmed otherwise, it does not apply to treatment agreed or completed before membership commenced.

6.3 The discount does not apply to items or treatments a or subject to another promotional discount; cosmetic treatments unless expressly included in a written promotional offer; whitening offers except in accordance with their specific terms; treatment provided by external clinicians or laboratories; OPG radiographs; specialist imaging; prescription charges; laboratory charges; deposits; or other third-party costs unless expressly stated otherwise.

6.4 Discounts cannot be exchanged for cash, transferred to another person or combined with another offer unless The Ivory Group confirms otherwise in writing.

6.5 Changes to eligible treatment categories or exclusions will apply prospectively only and will not affect treatment already agreed in writing or commenced before the change takes effect. Members will receive reasonable written notice of material changes.

7. Initial whitening launch offer

7.1 As part of the initial launch offer, a member must have completed at least six months of continuous membership payment before becoming eligible for the whitening offer.

7.2 Alternatively, the whitening offer may be available where the membership fee for the applicable required period has been paid upfront and this has been confirmed in writing by The Ivory Group.

7.3 Whitening is subject to a clinical assessment and is not suitable for every patient. The treating clinician will determine whether whitening can safely be provided.

7.4 The whitening offer is subject to any additional promotional terms issued by The Ivory Group, including any expiry date, appointment restrictions or treatment limitations.

7.5 The offer cannot be exchanged for cash or combined with another discount unless expressly stated.

8. Fees and payment

8.1 Membership fees are payable monthly in advance at the rate shown on the membership registration form and current membership schedule. The first payment date, recurring payment date and any applicable upfront payment are shown on the registration form.

8.2 Payment may be made by standing order or another payment method agreed with The Ivory Group. The member is responsible for ensuring that the agreed payment method remains active and funded.

8.3 Membership fees remain payable during the minimum commitment period of 12 months whether or not the member uses the available benefits.

8.4 Fees are not normally prorated unless The Ivory Group confirms otherwise in writing. Treatment and services outside the included benefits remain payable separately.

8.5 The Ivory Group may review membership fees once per calendar year. Members will receive reasonable written notice of any fee change before it takes effect. A fee change will not affect fees already paid.

8.6 If a payment is declined or remains unpaid, the practice will normally notify the member and allow seven days to remedy the arrears. The practice may then suspend membership benefits until the account is brought up to date.

8.7 Treatment provided while membership is suspended may be charged at the standard private fee. Suspension does not automatically extend the membership year or remove fees that properly fell due during the minimum commitment period.

8.8 The practice may recover reasonable, evidenced administration costs arising from failed payments, but will not impose a disproportionate charge.

8.9 The member remains responsible for cancelling any standing order or payment instruction after membership has ended. Cancelling a payment instruction does not itself terminate this agreement or remove liability for fees properly due.

9. Minimum commitment and termination

9.1 Membership is based on a minimum 12-month commitment beginning on the date the first membership payment is received.

9.2 The member may not terminate the membership during the initial 12-month commitment except where The Ivory Group agrees otherwise in writing or where termination is required by applicable law.

9.3 If the member requests early termination, stops payment or otherwise breaches the agreement before the end of the initial 12-month commitment, The Ivory Group may recover reasonable outstanding sums and may recalculate discounts or benefits provided, subject to applicable consumer-protection law. The practice will take account of payments already made and will not recover more than is reasonably due.

9.4 At the end of the initial 12-month commitment, the member must provide at least one full calendar month's written notice to terminate the membership.

9.5 If the required notice is not received, the membership will automatically roll over into a further 12-month commitment. The member will remain responsible for the applicable membership fees throughout that further commitment, subject to any statutory cancellation or consumer rights.

9.6 Notice to terminate must be sent by email or post to the contact details provided by The Ivory Group (admin@theivorygroup.gi). Notice is effective when received by the practice.

9.7 Termination does not remove responsibility for fees, treatment charges or other amounts incurred before the termination date or falling due during the notice period.

9.8 No refund or credit is provided for unused annual allowances, part-months, missed appointments or benefits not used before termination, except where required by law or expressly provided in these Terms.

9.9 The practice may terminate membership immediately for serious or repeated non-payment, abusive or threatening behaviour, misuse of benefits, fraud or another serious breach. Where termination is for another legitimate operational reason, the practice will give reasonable notice.

9.10 If the practice terminates membership for reasons other than non-payment, misuse, serious misconduct or another breach by the member, it will refund any prepaid membership fees relating to the period after termination, subject to any amount lawfully owed by the member.

9.11 If the practice closes, permanently relocates or stops offering the membership plan, it will provide reasonable notice and explain any available alternative arrangements or refund due for prepaid periods after termination.

10. Clinical discretion and treatment limitations

10.1 Membership is a preventative dental care arrangement and is not dental insurance.

10.2 Membership does not guarantee that a particular treatment will be clinically appropriate, available or provided at no additional cost.

10.3 All treatment decisions remain under the professional discretion of the treating clinician.

10.4 Treatment outside the stated membership benefits will be charged at the applicable private fee, subject to any eligible membership discount.

10.5 Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

11. Appointments and patient responsibilities

11.1 Members must attend appointments punctually and provide reasonable notice when cancelling or rescheduling.

11.2 If a member repeatedly misses appointments or cancels at short notice, The Ivory Group may restrict appointment booking or treat the relevant allowance as used. Any restriction will be proportionate and the practice will explain it to the member.

11.3 Members must provide accurate contact, medical-history and payment information and notify the practice of any changes.

11.4 Members must follow reasonable clinical instructions and disclose relevant changes in health, medication, pregnancy status or allergies before treatment.

11.5 Membership benefits cannot be used to avoid payment for treatment already provided or treatment outside the relevant tier.

12. Complaints

12.1 Members may raise a complaint about membership administration, billing, appointments or clinical services by contacting Nadia M Lobato at admin@theivorygroup.gi or 270 Main Street, Gibraltar.

12.2 We will normally acknowledge a complaint within three working days and aim to provide a full response within ten working days. If more time is required, we will explain why and provide an updated timescale.

12.3 Complaints will be handled fairly, confidentially and without affecting the member's right to receive appropriate care. This procedure does not prevent a member from using any external complaint or regulatory route available under Gibraltar law.

13. Privacy and data protection

13.1 Personal data, including health information and pay on, will be processed in accordance with the practice's Privacy Notice, available at www.theivorygroup.gi/privacynotice.

13.2 Personal information may be used to administer membership, arrange appointments, process payments, provide care, manage accounts, handle complaints and comply with legal or professional obligations.

13.3 Marketing communications are optional and are not a condition of membership. Members may withdraw marketing consent at any time without affecting membership.

13.4 The practice's privacy contact is Kelly Correia-Kellner (DPO). Information about data-protection rights and how to complain to the Gibraltar Regulatory Authority is included in the Privacy Notice.

14. Changes to these Terms

14.1 The Ivory Group may make reasonable changes to these Terms, including changes required by law, regulation, clinical guidance or operational requirements.

14.2 Members will be given reasonable written notice of material changes. Changes will apply prospectively and will not retrospectively remove benefits already received or treatment already agreed in writing.

14.3 If a change materially disadvantages a member, the member may contact the practice to discuss the change and any rights available under applicable law.

15. Consumer rights, governing law and general provisions

15.1 Nothing in these Terms limits or excludes any legal rights that cannot lawfully be limited or excluded.

15.2 Any cancellation, cooling-off, refund or other consumer rights that apply under Gibraltar law will continue to apply.

15.3 These Terms are governed by the laws of Gibraltar, and the courts of Gibraltar will have jurisdiction, subject to any mandatory consumer rights.

15.4 If any provision is found to be invalid or unenforceable, the remaining provisions will continue to apply.

15.5 If there is a conflict between these Terms, the membership registration form, the membership schedule and a promotional offer, the promotional offer will apply only to the extent that it expressly varies these Terms; otherwise, these Terms will apply.

15.6 No failure or delay by The Ivory Group in enforcing a provision will constitute a waiver of that provision.

16. Acceptance

By signing the membership registration form or making the first membership payment, the member confirms that they:

- have read and understood these Terms and Conditions;
- have received information about the applicable membership tier, included services and fees;
- understand that the membership is based on a minimum 12-month commitment;
- understand that unused allowances do not roll over;
- authorise payment by the agreed payment method;
- confirm that the information provided to the practice is accurate; and
- have been informed where to find the practice's Privacy Notice and complaints procedure.

Practice contact details

Legal entity: The Ivory Group

Practice address: 270 Main Street, Gibraltar, GX11 1AA

Membership email: admin@theivorygroup.gi

Telephone: 20044414

Complaints contact: Nadia M Lobato

Privacy contact: Kelly Correia-Kellner