

Terms and Conditions

General

1. In these terms & conditions:-

"Agreement" means the agreement between the Delegate and mydentist academy which is subject to these terms and conditions, the privacy policy of mydentist academy from time to time contained in its website terms and conditions that are found at <https://www.mydentist.co.uk/customer-services/legal>

"Course Materials" means copies of presentations, support literature and any other materials or documents provided during or in relation to the Provision of the Services

"Delegate" means the person or company who accepts a quotation from mydentist academy for the supply of the Services.

"Fees" means any fees to be paid by the Delegate for the provision of the Services under the terms of this Agreement.

mydentist academy" means Petrie Tucker and Partners (Company number SC030254) registered at 1 Johnston Street, Paisley, Renfrewshire, PA1 1XQ t/a IDH Group

"Services" means the provision of training and/or assessment provided by mydentist academy to the Delegate under this Agreement.

"terms" means these terms and conditions which shall govern the provision of the Services, and in the event of any conflict between these terms and any other terms that are incorporated in the Agreement, these terms shall prevail.

"written" or **"in writing"** for the purposes of this agreement includes the use of email or electronic communication through the learning management system of mydentist academy.

These terms and conditions are for the supply of training and/or assessment services to dental practitioners for the purposes of providing Continuing Professional Development for the furtherance of their business in the practice of dentistry or other orthodontic services. If this is not the case, different terms may apply to you and you should contact mydentist academy before booking any training/assessment.

By registering onto any training/assessment course that is part of the Service, whether or not you are charged a fee for such services, you agree to these terms which will bind you and (if you are an employer) your employees, and acknowledge that the provision of the Services shall be sufficient consideration for you to be bound by this contract. If you do not agree to accept these terms, you must discontinue the purchasing or booking process now.

Communications

2. Notices under these terms shall by preference and in the first instance be given by email as follows:

- a. mydentist academy
 - i. Email: [theacademy@mydentist.co.uk]
 - ii. Post: [mydentist academy, 43 Lever Street, Manchester, M1 1FN]
- b. the Delegate
 - i. Email: the current from time to time email address provided by the Delegate for its registration on the Learning Management System operated by mydentist academy (which the Delegate hereby agrees to keep up to date).
 - ii. Post: the current or last known postal address provided by the Delegate for its registration on the Learning Management System operated

by mydentist academy (which the Delegate hereby agrees to keep up to date).

Emails shall be deemed to be received 24 hours after sending, and post shall be deemed to be received 3 days after posting and it shall be sufficient to prove service of any notice if a correctly addressed email is sent to the above listed email address, or a properly addressed and stamped letter is placed in the post.

Trainer and/or Assessor Selection

3. Selection of a trainer and/or assessor who shall provide the Services shall be at the discretion of mydentist academy. Every effort will be made to maintain continuity, but it may be necessary to change the trainer and/or assessor during the provision of the Services.

Postponement of Services

4. The provision of the Services may be postponed by either party by giving to the other written notice, subject to the conditions detailed in clauses 9 to 11 inclusive of these terms.
5. The Delegate may request a postponement of the Services by giving 28 days' notice in writing prior to the commencement of the Services. In this case there will be no additional charge to the Delegate and mydentist academy will use reasonable endeavours to provide similar or otherwise mutually agreeable Services provided by mydentist academy and any Fees paid by the Delegate prior to the date of postponement will be set off against the costs of such other Services.
6. If the Delegate requests a postponement of the Agreement giving less than 28 days written notice before the commencement of the Services, or after the Services have commenced mydentist academy shall be entitled to retain 50% of the Fees as a postponement charge providing a firm booking for alternative Services is made by the Delegate within 7 days of the postponement, with the remainder of the Fees to be set off against the cost of that alternative booking. If no such firm booking is made, mydentist academy shall be entitled to retain the entirety of the Fees as a postponement charge.
7. mydentist academy may postpone provision of the Services by giving 10 days written notice to the Delegate. mydentist academy will retain any Fees paid by the Delegate provided alternative Services can be provided by mydentist academy within 6 months of the date of commencement of the postponed Services.

Fees

8. The Fees shall be payable by the Delegate on commencement of the Agreement and prior to commencement of the Services. Until full payment has been received by mydentist academy any place(s) on an event may be offered to other delegates.
9. All fees under this Agreement unless otherwise stated will be pounds sterling, and are exclusive of VAT.

Data protection and use of information

10. mydentist academy will process the information it receives from Delegates or otherwise holds about them in accordance with these terms and its privacy policy in place from time to time as referred to above. The Delegate consents to the use by mydentist academy of such information in accordance with these terms and any privacy policy in force. Should the Delegate want to receive details of the personal information about them held by mydentist academy please refer to the privacy policy found at <https://www.mydentist.co.uk/customer-services/legal> for further information.
11. mydentist academy has appropriate procedures and technologies in place to maintain the security of all personal data from the point of collection to the point of destruction. We do not pass on personal data to any third party without the prior consent of the delegate.

Health & Safety

12. The parties to this Agreement shall ensure that all necessary steps are taken for securing the health, safety and welfare of all persons engaged in the operation of this Agreement

during the provision of the Services, to the same extent and in the same manner as an employer is required to do in relation to his, her or its employees under the Health and Safety at Work Act 1974 or any subsequent Act,

Liability – PLEASE NOTE IN PARTICULAR THE FOLLOWING TERMS

13. The Course Materials are provided for reference purposes only and do not stand on their own, and are not intended to be, nor should they be, relied upon for choosing or providing specific treatment to a patient, nor should they be used as a substitute for professional judgment with respect to particular circumstances. Advice provided by mydentist academy or any tutor during the provision of the Services is generic advice and does not take account of medical or other conditions that may affect a patient or the treatment they receive.
14. To the fullest extent permitted by law, mydentist academy will not be liable to the Delegate for any loss, injury, claim liability or damage of any kind (whether direct or indirect) resulting in any way from:
 - a. The Delegate's use or misuse of the Course Materials; or
 - b. Any advice or content contained in any of the Course Material or provided during the provision of the Services; or
 - c. Any errors in or omissions from the Course Materials.
15. mydentist academy shall not be liable under this Agreement for any loss of income, loss of business profits or contracts, business interruption, loss of the use of money or anticipated savings, loss of information, loss of opportunity, goodwill or reputation, loss of, damage to or corruption of data or any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.
16. Subject to what is provided above, mydentist academy's maximum aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall be limited to an amount equal to the Fees SAVE THAT nothing in this Agreement shall exclude or in any way limit mydentist academy's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent that it may not be excluded or limited as a matter of law.
17. mydentist academy shall not be liable for any accident, loss or damage whatsoever or to whomsoever caused by any act, default, failure to perform or omission by the Delegate, its employees, including its personnel to which the Services are being provided.
18. The Delegate shall indemnify mydentist academy against any payments which mydentist academy may be required to make in respect of any claim arising out of any such accident, loss and/or damage for which mydentist academy is not liable. mydentist academy shall indemnify the Delegate against any liability of the Delegate to third parties arising from accidental death of or bodily injury to or illness or disease contracted by any person or accidental loss of or damage to any property, where such death, injury, illness, disease, loss or damage was caused or contributed to by the negligence of mydentist academy, provided that in the case where such death, injury, illness, disease, loss or damage was contributed to by the negligence of mydentist academy, the indemnity shall be limited to the extent of such contribution.
19. mydentist academy shall not be liable for any direct or consequential loss caused by the delay or cancellation of the Services due to adverse weather conditions, industrial action, fire, explosions, illness of or accident to any person, or any other cause beyond the control of mydentist academy.

Copyright

20. The copyright, academic property and design rights in any materials produced in the performance of the Services, shall remain vested with mydentist academy. Such materials shall not be copied or reproduced or given to anyone other than the Delegate without prior written consent of mydentist academy.
21. In consideration of receipt by us of the Fees, mydentist academy grants to the Delegate a non-exclusive, non-transferrable licence (i.e. not to be used by, or transferred to, another

person) for the Delegate to use the Course Materials for the sole purpose of research or study or for its professional training and development.

22. Any use of the Course Materials other than for research or study or professional training or development require the prior written consent of mydentist academy and without this, any reproduction and/or use of the Course Materials or any extracts is strictly prohibited. In particular, the Course Materials are not to be shared with a third party or used for any public or promotional use.

Equipment

23. It is the responsibility of the Delegate to provide all materials, equipment and protective clothing necessary to participate in the Services, unless mydentist academy has specifically agreed to provide them. Additional charges will be payable by the Delegate for any consumables provided by mydentist academy used by the Delegate during the provision of the Services.

General

24. If mydentist academy fails to insist that the Delegate performs any of its obligations under these terms, or if mydentist academy does not enforce any rights against the Delegate, or delays in doing so, that will not mean that mydentist academy has waived its rights to do so and will not mean that the Delegate does not have to comply with those obligations. If mydentist academy does waive a default by the Delegate, it will only do so in writing, and that will not mean that it will automatically waive any later default by the Delegate.
25. If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the terms and conditions.
26. Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
27. No variation of these terms and conditions shall be effective unless it is agreed in writing and signed by mydentist academy.
28. The Agreement is governed by English law. This means that these terms, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), will be governed by English law. Both parties agree to the exclusive jurisdiction of the courts of England and Wales.

Cancellation of Agreement

29. This Agreement may be terminated by either party by giving written notice, subject to the conditions detailed in clauses 29 to 32 of this agreement
30. The Delegate may terminate this Agreement by giving at least 14 days written notice before the commencement of the Services and will be entitled to receive a full refund of any Fees paid.
31. If the Delegate terminates this Agreement with less than 14 days written notice prior to the commencement of the Services, or after the provision of the Services has commenced, or does not attend any appointment that makes up part of the Services, mydentist academy shall be entitled to retain Fees paid as a cancellation charge.

Cancellation terms	Charges
7 days or less	100%
7 - 14 days	50%

32. mydentist academy may terminate this agreement by giving 7 days written notice to the Delegate. mydentist academy will refund any Fees paid to the Delegate.