

Hire Dent Limited Terms and Conditions (Practitioners)

THE MEMBER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 11 (LIMITATION OF LIABILITY).

Overview

This document sets out the terms and conditions which govern the contract between the Member and Hire Dent Limited and governs the Member's use of Hire Dent Limited's Services and the Member's access to the Premises and the Dental Rooms the Member will use within them to operate the Member's business.

1 Interpretation and Definitions

1.1 The following definitions and rules of interpretation apply in these Conditions.

Business Day a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours the period from 9.00am to 6.00pm on any Business Day.

Charges the charges payable by the Member for the hire of the Dental Room at the Premises and for the supply of the Services in accordance with clause 3.

Commencement Date has the meaning given in clause 2.4.

Conditions these terms and conditions as amended from time to time.

Contract the contract between Hire a Dental Surgery and the Member for the hire of the Dental Room and for the supply of Services in accordance with the Order Confirmation and these Conditions.

Clients the Member's clients who will receive the Member's Dental Services in the Dental Room including parents, guardians and carers of Clients under 18 years old.

Charges the charges payable by the Member for the hire of the Dental Room and the supply of the Services, as set out in the Order Confirmation.

Data Protection Legislation applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR;



the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended.

Dental Room the dental room within the Premises to be hired by the Member.

Dental Services means advice, treatment, products and services generally provided by a dental surgeon in accordance with the rules, requirements and guidance from time to time of the General Dental Council (and including facial aesthetics and associated products and services).

Group in relation to a company, that company, any subsidiary or holding company of that company, and any subsidiary of a holding company of that company.

Hire a Dental Surgery Hire Dent Limited registered in England and Wales with company number 16516319 trading as Hire a Dental Surgery.

Hire Period the period of time agreed for each hire of the Dental Room as described in the relevant Order Confirmation, to include any period of time to set up and clear the Dental Room.

Member the practitioner who hires a Dental Room and purchases the Services from Hire a Dental Surgery to provide Dental Services to patients.

Membership the term of the Member's ability to place Orders following successful completion and maintenance of onboarding.

Member Default has the meaning set out in clause 4.8.

Order the Member's order for the hire of the Dental Room and the Services.

Order Confirmation as described in clause 2.4.

Premises the property where the Dental Room is located as specified in the Order Confirmation.

Services the services, supplied by Hire a Dental Surgery to the Member and include services which are incidental or related to the services including access to Dental Room and services as described in clause 3.3.

Specialist Supplier Equipment the materials and equipment provided by Hire a Dental Surgery to the Member during the Hire Period as specified in the Order Confirmation.

Specialist Supplier Equipment Charges the charges payable by the Member for the supply of Specialist Supplier Equipment as set out in the Order Confirmation.

Supplier Materials the materials and equipment provided by Hire a Dental Surgery to the Member during the Hire Period as specified in the Order Confirmation.

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

- 1.2 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.3 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
- 1.5 A reference to **writing** or **written** includes email.

2 **Basis of Contract**

Becoming a Member

- 2.1 Before a practitioner is able to place any Orders for the hire of a Dental Room and purchase Services, the practitioner is required to complete Hire a Dental Surgery's onboarding process including verifying the practitioner's identification and documentation, including insurance requirements before they place a first Order. Once this has been completed successfully to Hire a Dental Surgery's satisfaction, the practitioner will become a Member and will be able to place Orders subsequently.

- 2.2 From time to time, at Hire a Dental Surgery's request, the Member shall complete the onboarding process again to update any documents required during the onboarding process and until this is completed, the Member will be unable to place any further Orders, and their Membership shall be suspended.

Placing Orders

- 2.3 The Order constitutes an offer by the Member to hire the Dental Room and purchase the Services in accordance with these Conditions.
- 2.4 The Order shall only be deemed to be accepted when Hire a Dental Surgery issues written acceptance of the Order which may be by email (**Order Confirmation**) at which point, and on which date the Contract shall come into existence (**Commencement Date**).
- 2.5 These Conditions apply to the Contract and Membership to the exclusion of any other terms that the Member seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3 Supply of Services

- 3.1 Hire a Dental Surgery warrants to the Member that the Services will be provided using reasonable care and skill.
- 3.2 Hire a Dental Surgery shall use reasonable endeavours to meet any performance dates specified in the Order, but any such dates are estimates only and time is not of the essence.
- 3.3 The Services shall include:
- 3.3.1 Care Quality Commission (CQC) compliant hosting facilities;
 - 3.3.2 use by the Member of the Dental Room for the Hire Period;
 - 3.3.3 access and use of common areas (including kitchen facilities and the decontamination room made available therein) at the Premises during the Hire Period;
 - 3.3.4 reception desk assistance while using the Premises during regular business hours;
 - 3.3.5 provision of certain equipment as set out in the Order Confirmation; and

- 3.3.6 access to clinical IT systems.
- 3.4 Hire a Dental Surgery has the sole right to provide the Services at the Premises.
- 3.5 Hire a Dental Surgery shall have the right to restrict access to the Premises to any Member or Client if in their sole opinion, the Member and/or Client is unfit to enter.
- 3.6 The Member acknowledges that Hire a Dental Surgery shall have the right to share necessary information with relevant authorities where required, for example, relevant regulatory bodies such as the General Dental Council, insurers, police, lawyers etc.
- 3.7 Hire a Dental Surgery shall have the right to access the Member's books and records and all other reasonable documents including clinical record keeping at all reasonable times in order to audit the Member's compliance with these Conditions, and for regulatory and insurance purposes. Where Hire a Dental Surgery find that the Member is in breach of any of their obligations set out in these Conditions from an audit, Hire a Dental Surgery shall propose an action plan to remedy such breaches, and the Member shall remedy the breach within the timeframe specified by Hire a Dental Surgery. If the Member fails to comply with such action plan within that timeframe, Hire a Dental Surgery shall have the right to terminate or suspend the Member's Membership.
- 3.8 The Member acknowledges that the information they provide during the onboarding process to Hire a Dental Surgery may be shared with other entities that are affiliated with Hire a Dental Surgery.

4 **Member's Obligations**

- 4.1 The Member shall:
- 4.1.1 hold at all times during the Membership a current and valid registration with the relevant regulatory body such as the General Dental Council, which is free of conditions and provide a copy of such registration on request by Hire a Dental Surgery each year on renewal;
- 4.1.2 comply with any policies and procedures as provided or made available to the Member from time to time;

- 4.1.3 comply with Hire a Dental Surgery's instructions to ensure safe use of Supplier Materials and Specialist Supplier Equipment including the dental chairs;
- 4.1.4 before and after use of Dental Room, complete an inventory list of all equipment in the room and confirm accuracy to Hire a Dental Surgery;
- 4.1.5 ensure that any detail and information provided to Hire a Dental Surgery are complete and accurate;
- 4.1.6 ensure that any materials and/or equipment they use are appropriate for the services they are providing to Clients and are all in date, safe to use and used in accordance with manufacturer's instructions including any maintenance;
- 4.1.7 ensure they hold all the relevant qualifications and skill sets to perform any treatments and/or advice planned on the Member's Clients. Hire a Dental Surgery accepts no responsibility for treatment and/or advice provided by the Member and any subsequent remedial work and/or financial compensation;
- 4.1.8 co-operate with Hire a Dental Surgery in all matters relating to the Services and hire of Dental Room;
- 4.1.9 provide Hire a Dental Surgery with such information and materials as Hire a Dental Surgery may reasonably require in order to supply the Services and hire of Dental Room, and ensure that such information is complete and accurate in all material respects;
- 4.1.10 obtain and maintain all necessary licences, permissions and consents which may be required for the Member to receive the Services and carry out the Member's business of providing Dental Services before the Commencement Date, including all applicable professional or other qualifications required for the Member to be able to supply Dental Services to Clients;
- 4.1.11 comply with all applicable laws and regulations; including health and safety laws related to occupation and use of the

Premises and operation of the Member's business to Clients including the Equality Act 2010;

- 4.1.12 prepare and maintain the Dental Room in good, clean condition and in a manner appropriate for the receipt of Dental Services;
- 4.1.13 keep all Supplier Materials and Specialist Supplier Equipment in the Dental Room and Premises in safe custody at its own risk, maintain Supplier Materials and Specialist Supplier Equipment in good condition until returned to Hire a Dental Surgery, and not dispose of or use Supplier Materials and Specialist Supplier Equipment other than in accordance with Hire a Dental Surgery's written instructions or authorisation;
- 4.1.14 hold for the term of the Membership professional indemnity insurance and provide to Hire a Dental Surgery evidence of cover and the terms of such insurance on Hire a Dental Surgery's request. The insurance must cover the Member in relation to all Dental Services that the Member provides at the Premises. The Member shall also provide to Hire a Dental Surgery all information which Hire a Dental Surgery may request regarding any potential claims and/or complaints;
- 4.1.15 not do anything or omit to do something that causes or could cause Hire a Dental Surgery to lose their registration with the CQC;
- 4.1.16 comply with all instructions in relation to clinical IT systems provided;
- 4.1.17 comply with all manufacturer's instructions in relation to the Supplier Materials and Specialist Supplier Equipment; and
- 4.1.18 maintain full and accurate books and records of all Clients that attend the Premises to receive Dental Services by the Member and the treatments and/or advice provided. The Member shall provide Hire a Dental Surgery with access to inspect and copy these books and records for compliance purposes where requested by Hire a Dental Surgery.

4.2 The Member shall:

- 4.2.1 be responsible for their own acts and omissions and anyone else brought into the Premises; and
- 4.2.2 leave the Dental Room in the Premises (including any property) in the condition it was when the Member arrived,
- and Hire a Dental Surgery shall have no liability for such matters.
- 4.3 The Member shall procure that any dental nurse which is engaged or employed by the Member shall comply with the obligations in clause 4.1. Any dental nurse engaged or employed by the Member will need to go through Hire a Dental Surgery's onboarding process before being able to attend the Premises with the Member.
- 4.4 The Member shall bear full and sole responsibility for any claims, obligations, liabilities and expenses arising from such employment or engagement of dental nurses.
- 4.5 The Member will be permitted to invite Clients to the Premises for the purpose of receiving Dental Services from the Member. The Member shall remain liable for all acts and/or omissions of, and compliance with, these Conditions.
- 4.6 The Member shall not use the Premises address for mail and/or package deliveries and Hire a Dental Surgery shall have no liability in respect of any mail or packages delivered to the Premises for the Member.
- 4.7 Hire a Dental Surgery shall not be responsible for any property the Member and/or Clients may leave behind in the Premises. It is the Member's responsibility to ensure that personal property is secure. Hire a Dental Surgery shall be entitled to dispose of any property left in the Premises.
- 4.8 If Hire a Dental Surgery's performance of any of its obligations under the Membership and Contract is prevented or delayed by any act or omission by the Member or failure by the Member to perform any obligations under the Conditions (**Member Default**):
- 4.8.1 without limiting or affecting any other right or remedy available to it, Hire a Dental Surgery shall have the right to suspend performance of the Services and provision of Dental Room until the Member remedies the Member Default, and to rely on the Member Default to relieve it from the performance of any of its

obligations in each case to the extent the Member Default prevents, or delays Hire a Dental Surgery's performance of any of its obligations;

4.8.2 Hire a Dental Surgery shall not be liable for any costs or losses sustained or incurred by the Member arising directly or indirectly from Hire a Dental Surgery's failure or delay to perform any of its obligations as set out in this Clause 4.8; and

4.8.3 the Member shall reimburse Hire a Dental Surgery on written demand for any costs or losses sustained or incurred by Hire a Dental Surgery arising directly or indirectly from the Member Default.

5 **Clients**

5.1 It is the Member's responsibility to evaluate each Client and whether to contract, communicate or otherwise interact with them and vice versa.

5.2 Hire a Dental Surgery is not an estate agency or property management company. A booking to hire the Dental Room is a limited licence for the Member to enter, occupy and use the Dental Room to provide Dental Services.

5.3 The Member is required to provide to Hire a Dental Surgery, via the clinical IT system, such information as Hire a Dental Surgery reasonably requires in order to provide and control access to the Premises for the Member's Clients before their appointments. The Member shall ensure that such information is complete and accurate. If the Member's relationship with a Client changes or ends, the Member shall promptly inform Hire a Dental Surgery.

5.4 The contractual relationships between the Member and each Client are separate to the Contract and it is the Member's responsibility to inform its Clients of its relationship with Hire a Dental Surgery.

5.5 Access to the Premises is intended for the use of the Member and its Clients only and is not intended to provide access and use to other parties. Guests are only permitted at the Premises with the prior written consent of Hire a Dental Surgery. The Member remains liable for all acts of omissions of, and compliance with, these Conditions by such authorised guests for the duration of such guests' access. Hire a Dental Surgery

reserves the right to charge the Member an additional fee for guests' access to the Premises.

- 5.6 The Member hereby represents and warrants to Hire a Dental Surgery that the Member will obtain all necessary consents from each Client for their treatment.

6 **Changes to the Services and availability of Specialist Supplier Equipment**

- 6.1 The availability and scope of the Services and the Premises at which the Services are available are subject to change from time to time by Hire a Dental Surgery at their sole discretion. The Services may also vary by geographical area or by specific Premises.
- 6.2 Access to Specialist Supplier Equipment is subject to availability and is not guaranteed.
- 6.3 If the Dental Room is unable to be used, for example due to a broken chair, Hire a Dental Surgery shall at their option either refund the Charges or offer an alternative Dental Room for the Member to use. This will be the Member's sole remedy.

7 **Licence and Use of the Dental Room and Equipment**

- 7.1 Subject to Clause 12, Hire a Dental Surgery grants to the Member a right for the Hire Period to enter and use the Dental Room to provide Dental Services to Clients in accordance with these Conditions. The Member acknowledges that:

7.1.1 the Member shall have the right to enter and use the Dental Room as a licensee only and no relationship of a landlord and tenant is created between Hire a Dental Surgery and Member by the Contract; and

7.1.2 Hire a Dental Surgery retains control, possession and management of the Dental Room and the Member has no right to exclude Hire a Dental Surgery from the Premises and/or the Dental Room. Hire a Dental Surgery reserves the right to enter the Premises and Dental Room at all times during the Hire Period, including to supply the Services.

- 7.2 The Member agrees and undertakes:
- 7.2.1 not to use the Dental Room other than to provide Dental Services to its Clients;
 - 7.2.2 not to do or permit to be done anything on Premises which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to Hire a Dental Surgery or to any other customers of Hire a Dental Surgery, or any owner or occupier of neighbouring property;
 - 7.2.3 to comply (and ensure that its staff (including dental nurses it engages or employs) and agents comply) with the terms of these Conditions and any instructions or notices from Hire a Dental Surgery, and use reasonable efforts to ensure that any Clients or other persons comply;
 - 7.2.4 not to cause or permit to be caused any damage to the Premises and the Dental Room, including any furnishings, equipment or fixtures at the Premises;
 - 7.2.5 not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Premises without the prior written consent of Hire a Dental Surgery;
 - 7.2.6 not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Premises,
 - 7.2.7 not to install or use any equipment including additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of Hire a Dental Surgery which may be provided upon the Member providing Hire a Dental Surgery with requested information including PAT certification. Subsequently, the Member shall use the equipment in accordance with the manufacturer's instructions and maintenance requirements;
 - 7.2.8 to use any equipment provided by Hire a Dental Surgery, as specified in the Order Confirmation, for its proper purpose and in accordance with any instructions provided by Hire a Dental Surgery regarding its use including manufacturer's instructions

and where the Member misuses any of the equipment pay Hire a Dental Surgery all costs and expenses which Hire a Dental Surgery incurs as a result, including all costs of repair and/or replacement; and

7.2.9 to leave the Premises and Dental Room in a clean and tidy condition and to remove the Member's decorations, displays and any other Member equipment from the Dental Room at the end of the Hire Period.

7.3 If the Member uses any Specialist Supplier Equipment and/or Supplier Materials, it is the Member's sole responsibility to interpret images and results produced by such Specialist Supplier Equipment and/or Supplier Materials, and the Member shall have full responsibility for this. The Member must use its reasonable professional opinion in interpreting images and/or results and not rely on any images and/or results produced by the Specialist Supplier Equipment and/or Supplier Materials if it is clearly incorrect or not reasonable for a qualified practitioner to rely upon it. The Member shall promptly report to Hire a Dental Surgery any potential issues with the Specialist Supplier Equipment and/or Supplier Materials.

7.4 The Member shall ensure that Clients behave in a responsible and safe manner, and Hire a Dental Surgery reserves the right to remove, or request that the Member remove, Clients that do not do so from the Premises.

8 **Charges and Payment**

8.1 The Member shall pay the Charges and Specialist Supplier Equipment Charges (if applicable) in accordance with this clause 8.

8.2 Hire a Dental Surgery shall issue an invoice for the Charges on the date that the Order is placed which shall be payable by the Member on the date that the Order is placed.

8.3 Hire a Dental Surgery shall issue an invoice for the Specialist Supplier Equipment Charges (if applicable) on the date that the Order is placed which shall be payable by the Member on the date that the Order is placed. Where Specialist Supplier Equipment is not specified in the Order and are subsequently used during the Hire Period, the charges for its use shall be invoiced and payable immediately on the date of such use.

- 8.4 All amounts payable by the Member under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Hire a Dental Surgery to the Member, the Member shall, on receipt of a valid VAT invoice from Hire a Dental Surgery, pay to Hire a Dental Surgery such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 8.5 If the Member fails to make a payment due to Hire a Dental Surgery under the Contract by the due date, then, without limiting Hire a Dental Surgery's remedies under clause 12, the Member shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8.7 All payments payable to Hire a Dental Surgery under the Contract shall become due immediately on its termination or expiry notwithstanding any other provision.

9 **Indemnity**

- 9.1 In this clause and clause 10.4:

Losses: means all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses).

- 9.2 The Member shall indemnify Hire a Dental Surgery against all Losses incurred by Hire a Dental Surgery as a result of:

- 9.2.1 any damage to Premises arising out of or in connection with the acts or omissions of the Member including if using their own equipment which causes any damage to the Premises or

Hire a Dental Surgery's equipment including Specialist Supplier Equipment and Supplier Materials;

9.2.2 any claim arising out of or in connection with the Member's breach of clause 5.6;

9.2.3 any claim or complaint made by, or on behalf of, any Client arising out of or in connection with the provision of the Dental Services by the Member;

9.2.4 the Member's failure to comply with Data Protection Legislation;

9.2.5 any damage to Hire a Dental Surgery's equipment including Specialist Supplier Equipment and Supplier Materials arising out of or in connection with the acts or omissions of the Member and/or any Client; and

9.2.6 any breach by the Member of any of these Conditions.

9.3 The Member will not be liable under the indemnities in Clause 9.2 to the extent that any Losses result from Hire a Dental Surgery's breach of the Contract, negligence or wilful misconduct.

10 **Data Protection**

10.1 The parties shall comply with their data protection obligations as set out in Data Protection Legislation.

10.2 The Member acknowledges that Hire a Dental Surgery will have access to Clients' personal data for the purposes of providing access to the Premises and for compliance purposes.

10.3 The Member may have access to other Member's clients' data, and the Member agrees to keep such data confidential, and not use it for any purpose, and comply with all Data Protection Legislation in respect of such data.

10.4 If the Member breaches this clause 10, Hire a Dental Surgery may terminate or suspend the Membership and the Member shall be liable for any Losses incurred by Hire a Dental Surgery and/or other Members and/or any third parties.

- 11 Limitation of Liability: THE MEMBER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**
- 11.1 References to liability in this clause 11 include every kind of liability arising under or in connection with the Contract and Membership including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.2 The Member shall be liable for all dental, medical and/or clinical negligence or alleged dental, medical or clinical negligence by the Member and/or any dental nurse which is engaged or employed by the Member at the Premises. Hire a Dental Surgery shall have no responsibility for Dental Services or other services provided by the Member.
- 11.3 Nothing in this clause 11 shall limit the Member's payment obligations under the Contract.
- 11.4 Nothing in the Contract or Membership limits or excludes any liability which cannot legally be limited or excluded, including liability for:
- 11.4.1 death or personal injury caused by that party's negligence; and
- 11.4.2 fraud or fraudulent misrepresentation.
- 11.5 Subject to Clause 11.4, Hire a Dental Surgery shall not be liable for:
- 11.5.1 the death of, or injury to, the Member or any of the Member's employees (including dental nurses), contractors, Clients or any other guests or invitees to the Premises; or
- 11.5.2 damage or theft of any property of the Member or that of the Member's employees (including dental nurses), contractors, Clients or other guests or invitees to the Premises, except to the extent that such damage or theft arises from the negligence of Hire a Dental Surgery.
- 11.6 Subject to clause 11.4 (Liabilities which cannot legally be limited) and clause 11.5, Hire a Dental Surgery's total liability to the Member in respect of each Order shall not exceed an amount equal to the Charges for that Order.

11.7 Subject clause 11.3 (No limitation of Member's payment obligations) and clause 11.4 (Liabilities which cannot legally be limited), and clause 11.5, this clause 11.7 Hire a Dental Surgery shall have no liability for the following:

11.7.1 loss of profits.

11.7.2 loss of sales or business or income.

11.7.3 loss of agreements or contracts.

11.7.4 loss of anticipated savings.

11.7.5 loss of use or corruption of software, data or information.

11.7.6 loss of or damage to goodwill; and

11.7.7 indirect or consequential loss.

11.8 This clause 11 shall survive termination of the Contract.

12 **Termination and Cancellation and Suspension**

12.1 Hire a Dental Surgery may terminate the Contract by providing the Member with at least 30 days written notice.

12.2 The Member may cancel the Contract by notice in writing to Hire a Dental Surgery.

12.3 If the Contract is cancelled under clause 12.2, payments of the Charges already paid to Hire a Dental Surgery by the Member are non-refundable if such cancellation occurred within 14 days of the start of the Hire Period. If the cancellation occurred more than 14 days before the Hire Period, any Charges received by Hire a Dental Surgery will be refunded minus administration fee of £50 per booking.

12.4 Where the Member has failed to complete the onboarding maintenance in accordance with clause 2.2, or is under any investigation as set out in clause 12.6.5, then any Contracts may be cancelled by Hire a Dental Surgery immediately on notice, and any payments of the Charges already paid to Hire a Dental Surgery by the Member are non-refundable.

12.5 Without affecting any other right or remedy available to it, either party may terminate the Contract and/or Membership with immediate effect by giving written notice to the other party if:

- 12.5.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - 12.5.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - 12.5.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 12.5.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 12.6 Without affecting any other right or remedy available to it, Hire a Dental Surgery may terminate the Membership with immediate effect by giving written notice to the Member or suspend the Member's right to place Orders, if:
- 12.6.1 the Member fails to pay any amount due under the Contract on the due date for payment;
 - 12.6.2 the Member is refused entry to, is disqualified or removed (including contingently removed) or suspended from the Dental Performers List of any Primary Care Trust in England or Local Health Board in Wales;
 - 12.6.3 the Member is convicted or any criminal offence other than an offence under the road traffic legislation in the United Kingdom or elsewhere for which a non-custodial sentence is imposed;

- 12.6.4 the Member is found guilty of any serious professional misconduct by the General Dental Council or other regulatory body;
- 12.6.5 the Member is under investigation by any relevant professional regulatory body, for example, the General Dental Council (GDC), the General Pharmaceutical Council (GPC) or the General Medical Council (GMC) and/or has any conditions placed on them by the relevant professional regulatory body and/or is suspended by the relevant professional regulatory body;
- 12.6.6 the Member is found to be unfit to practice dentistry and/or orthodontics by the General Dental Council or other regulatory body; and
- 12.6.7 at any point during the Membership and Contract the Member has an Enhanced Disclosure from the Disclosure and Barring Service that contains any information that would prevent the Member from working in general dental practice and providing Dental Services.

13 **Consequences of Termination**

- 13.1 Termination or expiry of the Membership and/or Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract and/or Membership which existed at or before the date of termination or expiry.
- 13.2 Any provision of the Membership and/or Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Membership and/or Contract shall remain in full force and effect.

14 **General**

- 14.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 14.2 **Assignment and other dealings.**

Hire a Dental Surgery may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

The Member shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

14.3 **Confidentiality.**

Each party undertakes that it shall not at any time during the Membership and Contract, or thereafter disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted below.

Each party may disclose the other party's confidential information:

- to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Membership and Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14.3; and
- as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.4 **Entire agreement.**

The Membership and Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party acknowledges that in entering into the Membership and Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Membership and Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Membership and Contract.

- 14.5 **Variation.** Except as set out in these Conditions, no variation of the Membership and Contract shall be effective unless it is expressly stated in writing and signed by the parties (or their authorised representatives).
- 14.6 **Waiver.** A waiver of any right or remedy under the Membership and Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Membership or Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Membership or Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.7 **Severance.** If any provision or part-provision of the Membership or Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Membership or Contract deleted under this clause 14.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 14.8 **Notices.**

Any notice given to a party under or in connection with the Membership or Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to:

- Hire a Dental Surgery: contact@hireadentalsurgery.com
- Member: the email address in the Order Confirmation.

Any notice shall be deemed to have been received:

- if delivered by hand, at the time the notice is left at the proper address;

- if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- if sent by email on the next Business Day after sending.

This clause 14.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

- 14.9 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 14.10 **Governing law.** The Membership and Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 14.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Membership or Contract or its subject matter or formation.