

Terms and Conditions

1. Denplan Excel is a membership and accreditation programme owned and advanced by Denplan Limited ("the Company") as a means of furthering effective independent private dental healthcare through a process of quality assurance promoted by the Company.
2. Accreditation ("Accreditation") under the Denplan Excel Accreditation Programme ("the Programme") may be applied for by any dental practitioner registered under the Dentists Act 1984 to practise in the United Kingdom (the "Applicant") and must be made on the Accreditation registration form supplied for the purpose by the Company. Applicants must be members of Denplan or must apply for and be granted such membership before training or Accreditation is proceeded with. Acceptance of the Accreditation application is at the discretion of the Company. Accreditation is specific to the accredited dentist and is not transferable.
3. Upon the Accreditation application being made, the Company will arrange with the Applicant for appropriate training to be provided to the Applicant and members of his/her dental practice(s) staff on payment of the fees set out in the Company's descriptive literature. The terms of and definitions in such descriptive literature are incorporated into these Terms and Conditions. Such training will be provided at a venue and at a mutually agreeable time to the Applicant and the Company and must be provided to at least one member of the Applicant's practice staff at the same time as the Applicant.
4. On completion of training and relevant payment and receipt of a signed Direct Debit form, the Company will:
 - supply to the Applicant a training manual, and Patient Information Materials as described in the Programme literature
 - provide all reasonable assistance to the Applicant on the application of the components of the Programme in the Applicant's practice and any necessary further advice to enable the Applicant to complete the Accreditation process
 - agree with the Applicant a mutually agreeable time not less than six weeks after the training date for the initial Accreditation assessment ("the Assessment"). The Company will appoint a trained Assessor to carry out this process and will provide to the Applicant:
- i. details in advance of the items and processes to be assessed.
- ii. a post-Assessment report detailing any necessary actions or requirements to achieve Accreditation under the Programme and on receipt of signed confirmation of compliance with the post-Assessment report will either arrange a further assessment visit or accept such confirmation where this is indicated under the detailed provisions of the Assessment Protocol.
5. On completion of training the Applicant will:
 - use his/her reasonable endeavours to introduce the Programme components as described in the Programme literature into his/her dental practice, and to comply with the Essential items as described in the Denplan Excel Quality Programme ("EQP")
 - agree to undergo the Assessment.
6. On successful completion of the Assessment, the Applicant will be notified of Accreditation and the company will supply an Accreditation certificate and plaque for the Applicant and permit the use (in accordance with these Terms and Conditions) of the Denplan Excel logo, the Denplan Excel for Children logo and the words "Denplan Excel Quality Assured" on literature and materials associated with the Applicant's personal dental practice, always provided that such literature and materials shall comply with the requirements of the General Dental Council.
7. Denplan, the apple symbol, the Denplan Excel logo, the Denplan Excel for Children logo, the "Oral Health Score[®]", the "Oral Health Score[®] for Children", the "Oral Wellbeing Score[®] for Children" and the words "Denplan Excel Quality Assured" are each individual trademarks of Denplan Limited (the "Logos"). The Company hereby grants to the Accredited Dentist a licence to use the Logos on its materials and the Patient Information (the "Licensed Materials") according to guidelines provided. These terms and restrictions shall apply to the licence of the Logos and the Licensed Materials from the date of delivery of the Logos or the Licensed Materials to the Accredited dentist and shall expire or be terminated in accordance with these Terms and Conditions. The Accredited Dentist is granted a non-exclusive and non-transferable licence to use the Logos and the Licensed Materials without the prior written agreement of the Company. All copies of the Logos and the Licensed Materials will be subject to the terms of this agreement.
8. "Intellectual Property Rights" means any copyright, patent rights, trademarks, design rights, rights in or relating to the Logos and Licensed Materials, rights in or relating to any confidential information or any other intellectual property rights (registered or unregistered) throughout the world. All Intellectual Property Rights in the Logos and the Licensed Materials shall remain the property of the Company and nothing in these Terms and Conditions shall affect that ownership. The Accredited Dentist agrees to sign all such documents and to do all such acts and things as may be necessary in order to give effect to the provisions of this clause. The Patients Association logo is a registered trademark of the Patients Association. Nothing in these Terms and Conditions will transfer any rights in such logo.
9. On Accreditation, the Applicant will become an Accredited Dentist and shall agree to pay the monthly fee as set out in the current descriptive literature published by the Company which is incorporated into these Terms and Conditions. This fee shall be payable either monthly by direct debit or annually in advance by cheque or credit card as agreed by the parties. Fee rates for each calendar year will be published by the Company in advance and notified to Applicants and Accredited Dentists. Failure to pay the monthly fee shall entitle the Company to recover the certificate and plaque of Accreditation and to require the Accredited Applicant to cease using the materials related to the Programme or referring to the Programme or using the Denplan Excel logo, the Denplan Excel for Children logo and the words "Denplan Excel Quality Assured" in practice or in related literature or materials.
10. Accreditation shall continue for 18 months after which time it will be renewed for a further period of 18 months without notice on condition that the Accredited Dentist successfully completes a Re-Accreditation assessment which will be carried out in accordance with the Assessment procedure. Every third assessment, a "full" Assessment will be carried out and in intervening years an 18 monthly Assessment will be carried out which will cover a wide, though restricted and random, selection of Essential Items from the EQP. On successful Re-Accreditation, a dentist's Accreditation shall continue for further periods of 18 months unless terminated in accordance with these Terms and Conditions. A leeway of up to three months from the end of each 18 month period will be permitted in arranging the date of the Re-Accreditation assessment.
11. In the third year following the first Assessment and in every third year thereafter the Accredited Dentist shall provide on computer disk in an agreed format details to the Company of his/her private patients who are being treated in a Denplan Excel manner in confidence and for the express and sole purpose of providing a mailing list for the circulation of a Business Development Patient Survey to the patients. Any such data provided shall be in compliance with the Data Protection Acts 1984 and 1998. In the case of Denplan patients such details will already be available on the Company's database. The Company will then contract with a reputable and compliant market research company to carry out such survey on behalf of the Accredited Dentist. The results of this survey will be confidential to the Accredited Dentist, although the Assessor may wish to discuss them at the subsequent Re-Accreditation assessment. The individual results will not be made available to the Company and the patient details will be either destroyed or returned to the Accredited Dentist.
12. The Company will promote the Programme and the identification of Accredited Dentists to enquiring patients. It will use its best endeavours to establish the Programme as offering quality assured dental care to patients whilst adhering to the requirements of the General Dental Council.
13. Accreditation shall continue as provided in these Terms and Conditions or may be ended by the giving of notice by the Company who shall give two months' notice to the Accredited Dentist or by the Accredited Dentist who shall give 21 days notice to the Company. Notice given by the Company shall expire on the last day of a calendar month. In the event of an Applicant or an Accredited Dentist ceasing to be a member of Denplan, failing to pay the fees under these Terms and Conditions or breaching any other term of these Terms and Conditions, becoming bankrupt, ceasing to practise, being found guilty of a criminal offence or of serious professional misconduct by the General Dental Council, or of having any suspension or restriction on their practice or of any matter which in the view of the Company may bring the Programme into disrepute, then the Company may at its absolute discretion suspend or terminate that dentist's Accreditation and this Agreement immediately without notice.
14. In the event of termination in accordance with the preceding clause, or because the Accreditation is not renewed at the end of each 18 month term the licence of the Logos and Licensed Materials shall immediately terminate and the Company shall recover the accreditation plaque issued to that dentist, and all other Licensed Materials and any other Materials using the Logo immediately on termination always provided that fees paid for individual stock items recovered in good condition shall be reimbursed.
15. The Company has no statutory authority to register dentists nor to undertake matters amounting to the practice of dentistry as defined by the Dentists Act 1984. In accrediting an Applicant and allowing an Applicant to use its Logo and the Licensed Materials, the Company therefore excludes all liability to the full extent permitted by law to Accredited Applicants, to patients or to any party in respect of the standard or quality of clinical care provided by Applicants or Accredited Dentists. Applicants and Accredited Dentists warrant their compliance with the requirements of the Programme and by signing the registration form (which is incorporated into these Terms and Conditions) and using the Logos and Licensed Materials agree to comply with these Terms and Conditions.
16. Any dispute arising between the Company and an Applicant or an Accredited Dentist in relation to the process or determination of Accreditation or Re-Accreditation shall if not resolved be promptly referred to an arbitrator who shall be a lay person appointed by the Council of the Patients Association, who may receive technical assistance from a dental Assessor otherwise unconnected with the matter in dispute. The decision of the arbitrator shall be final and binding on both parties.
17. These Terms and Conditions and any documents incorporated by reference into them comprise the entire agreement between the parties. Any variation of these Terms and Conditions must be in writing. The Company can vary the Terms and Conditions at the end of its 18 month term, with the exception of the terms relating to fees which may be varied by the Company on giving not less than two months' notice. Such notice shall be valid if sent by ordinary post to the practising or billing address of the Applicant or Accredited Dentist.
18. These Terms and Conditions shall be governed by English law and both parties submit to the exclusive jurisdiction of the English Courts.
19. Terms for the use of Denplan Trademarks by members
 - Denplan and the apple symbol are each individual trademarks of Denplan Limited. On becoming a member of Denplan, a member is granted permission to use the name Denplan, the apple symbol and the AXA endorsement but only strictly in accordance with these terms for use.
 - The name Denplan Excel, Denplan Excel for Children, the apple and the AXA endorsement must be legible at all times and may be used at permitted set sizes and should appear as a full colour (CMYK) image where possible. A mono (black and white) image is available for use when full colour is not possible and must only be printed in the colours specified. CD copies are available from Denplan on request.