



CODE

Terms and Conditions
Version 10

www.codeuk.com

TO TAME THE ELEPHANT IN THE ROOM



JUST USE YOUR MOUSE

Compliance doesn't have to be the elephant in the room, iComply stops it stomping all over your practice and is the complete package to delegate, monitor and manage compliance

**TO ARRANGE A FREE DEMO PLEASE
VISIT WWW.ICOMPLY.CC
OR CALL 01409 254 416**

CODE
iCOMPLY



SHINE IN DENTISTRY



Your team can now gain the recognition they deserve for their hard work and dedication through the CODE Quality Practice Scheme.

Membership is awarded through an annual inspection when you meet the CODE Total Quality Standards.

CODE monitors your compliance throughout the year with quarterly reviews to help you keep on track and to know where you are.

CODEuk.com/QPS

CODE HR AND EMPLOYMENT LAW SERVICE

Rely on CODE for full HR support

- Setup of all contracts, staff files, staff handbook and HR documentation
- Unlimited telephone and email support from the CODE HR team
- All employee and self-employed contracts are included plus the latest up to date suite of HR templates
- 24/7 legal helpline
- Web and smartphone app to manage holidays, sickness, absence and staff documents.

You can also benefit from **Optional Essential HR and Business Legal Cover***. The main benefits of **Cover** is that it empowers you to protect your legal rights in the future. With support from ARAG, the practice could be protected from legal costs arising from:

- Employment disputes (including TUPE) & compensation awards
- Employment restrictive covenants
- Tax investigations & VAT disputes
- Legal defence
- Statutory licence appeals
- Crisis communication
- Employees' extra protection & identity theft
- Legal nuisance, trespass or damage to property
- Compliance & regulation
- Loss of earnings
- Contract and debt recovery

codeuk.com/HR

CODE



DENTAL PLANS

Full service dental plans for a low administration fee of £1.30 per patient per month, with optional accident and emergency cover.

Why choose CODE

Run by dentists for dentists, CODE has 40 years' experience of supporting practice owners and managers in all aspects of running a practice. CODE can be your one-stop-shop for all of the essential business services, whilst saving you thousands a year if you are currently using one of the big providers.

Is CODE better than running my own plan?

There are plan providers that charge a bit less than CODE, but you have to carry out the administration yourself. You have to add new members, follow up people whose payment failed and remove people who have left. Plus, you wouldn't have CODE to help you to strategise your plan and get the most out of it. Self-administration will cost you more in staff time and your own effort to manage your plan.

NHS Contract?

If you have an NHS contract, now is the time to develop your private alternatives, CODE can help you to strategise the best way to be independent.

Already with an expensive provider?

Now is the time to switch, perhaps no more paid weekends, CPD or dinners worth a few hundred pounds but instead enjoy savings of thousands of pounds a year.

- Maintenance Plans •
- Dental Care Plans •
- FACEplan •
- Implant Guarantee Plan •

CODE CONSULTANCY

Personal support as and when you need it

CODE consultants can spend time with you at the practice, by phone or email to give you expert help



HR Consultancy

On-site HR Consultancy Support for case management/settlement agreements/TUPE/organisational management in areas including:

- Investigations
- Redundancy
- Settlement Meetings
- Disciplinary/Grievance/Capability
- TUPE Consultations
- Appeals

Compliance consultancy

- Mock inspection
- Compliance health check - with action list provided
- Full compliance set-up at your practice
- Registration with CQC or HIW
- Pre-sale or post sale compliance due diligence
- Managing CQC registration when selling or buying a practice
- Any other consultancy requirements

Please visit www.codeuk.com/consultancy, email info@codeuk.com or call 01409 254 354 to speak to an expert



CODE Terms and Condition

(Your attention is drawn in particular to Conditions 4 and 14.)

This document sets out the terms and conditions ("Conditions") upon which CODE provides Membership Services to its Members and Consultancy Services and other Services to its Clients (i.e. Members and non-Members). Definitions used in these Conditions are set out in Appendix 1 below.

Members should read these Conditions in conjunction with their Subscription Agreement, which sets out the Membership Services they have subscribed for and certain financial and other terms in relation to their membership. Clients should read these terms in conjunction with their agreement with CODE for the provision of the Consultancy Services and/or other Services.

1. SUBSCRIPTIONS

- a. The Membership Services subscribed for by a Member (which will usually comprise a Membership Package) are as set out in the Member's Subscription Agreement and comprise the initial Subscribed Services. The content of each Membership Package, including a description of the Membership Services provided as part of such Membership Package, is set out in Part A of Appendix 2 to these Conditions and on the Websites.
- b. The content of Membership Packages is subject to reasonable variation from time to time. Variations will be notified by changes to the packages on the Websites.
- c. Subject to the Agreement, CODE hereby grants to the Member a non-exclusive and non-transferable right to permit its Authorised Users to use during the Subscription Term the Subscribed Services solely for the Member's internal business operations at the Member's Subscribed Practices.
- d. The Member undertakes that the Member will not (and shall procure that its Authorised Users will not) allow or suffer the Member's Subscription (including relevant Membership Services, Documentation, Member Content and login details) to be used: at any Practice (or other business entity) other than the Member's Subscribed Practices; or by any person other than its Authorised Users.
- e. The Member shall prevent any unauthorised access to, or use of, the Membership Services and/or the Documentation and/or the Member Content and/or the login details and, in the event of any such unauthorised access or use, shall promptly notify CODE.
- f. Subject to Condition 2, if the Member's Subscription is used by the Member (or any Authorised User) in connection with any Practice other than a Subscribed Practice at any time, then such Practice shall be deemed to be a Subscribed Practice covered by the Member's Subscription and the Member shall be liable to pay a Joining Fee in respect of such Practice and Subscription Fees in respect of such Practice for the period from the first date on which the Member's Subscription is used in connection with such Practice (as determined by CODE acting reasonably) to the later of (i) 12 months from such use and (ii) the end of the Member's Subscription Period and, in either case, for any renewal of the Member's Subscription Period. The Joining Fee and Subscription Fee shall be at the Member's then prevailing rate. The Joining Fee shall be payable immediately on demand by CODE and the Subscription Fee shall be payable together with the Subscription Fees for the Member's other Subscribed Practices. This provision shall apply whatever the level of connection between the Member and the relevant Practice.
- g. The rights provided under this clause are granted to the Member only.
- h. If any non-Member (or non-Authorised User) uses Membership Services and / or accesses any of the Websites they shall be deemed, by such use and / or access, to accept these Conditions and to have subscribed as a Member for Subscribed Services (iComply Membership Package) in respect of any Practice(s) connected with them for a Subscription Period of 36 months (and subject to renewal in accordance with Condition 3) and accordingly shall be liable to pay a Joining Fee and Subscription Fees in respect of such Practice(s) at CODE's then prevailing rates. The Member whose Subscription is used for such access (other than in circumstances agreed by CODE as being outside the reasonable control of such Member) hereby guarantees the obligations of such non-Member under this clause. Such Member as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities in the preceding sentence (and whether the guaranteed obligations are, or become, unenforceable, invalid or illegal or not) agrees to indemnify and keep indemnified CODE in full and on demand from and against all and any losses, costs and expenses suffered or incurred by CODE arising out of, or in connection with, any failure of the non-Member to perform or discharge its obligations under this clause.

2. ADDITIONAL SUBSCRIPTIONS

- a. The Member may, from time to time during the Subscription Term, request to upgrade its Subscription by upgrading its Membership Package and/or purchasing additional Membership Services. If the Member wishes to upgrade its Subscription the Member should contact CODE.
- b. The Member may, from time to time during the Subscription Term, request to extend its Subscription to cover additional Practices. On receipt of such a request CODE will notify the Member as to the Subscription Fees

and, if applicable, Joining Fees payable. On receipt of payment from the Member of the Subscription Fees and Joining Fees for the additional Practices, CODE will provide the Subscription Services to the additional Practices within thirty Business Days.

- c. Once the Member has upgraded any Subscription (in accordance with Condition 2 a or 2 b), such upgrade will remain in place for the remainder of the Subscription Term. Subscribed Practices may not be removed from a Subscription without the express written consent of CODE. CODE will permit the removal of a Subscribed Practice from a Member's Subscription where a Member is no longer connected with the Practice and arrangements have been put in place for a new sole trader, partnership or limited company agreed by CODE to take over the Subscription in respect of the Practice.

3. SUBSCRIPTION TERM

- a. Subject as follows, the Member's Subscription shall commence on the Commencement Date and, unless terminated in accordance with Condition 15, shall continue for the initial Subscription Period. The Subscription shall automatically renew (and in respect of current Members shall be deemed to have automatically renewed) at the end of the initial and each subsequent Subscription Period for a further period equal to the initial Subscription Period unless either party gives the other at least three months' prior written notice to terminate at the end of the then current Subscription Period. The current Subscription Period relevant to each Member ends on the relevant anniversary of their Commencement Date.

4. CODE DUTIES IN RESPECT OF THE MEMBERSHIP SERVICES

- a. CODE will use all reasonable endeavours to ensure that the Membership Services that the Member has subscribed for will be performed substantially in accordance with the terms of the Agreement and using reasonable care and skill.
- b. The Membership Services (including the iComply application, Documentation and Member Content) are believed to be based on relevant legislation, regulations and best practice guidance applicable under the laws of England and Wales. While the Membership Services may also be relevant to Practices situated in other UK countries and / or the Channel Islands, CODE does not accept any liability for differences between such English laws, regulations and guidance and those of the other UK counties and / or Channel Islands. It remains the ultimate responsibility of the Member to comply with relevant legislation, regulations and guidance. The Membership Services are indicative only and are intended as a guide for the Member to review and take particular professional advice to suit its circumstances.
- c. The iComply application, Documentation and Member Content (including any instructions for use) are written in general terms. CODE will use all reasonable endeavours to ensure that they are accurate and up to date, but CODE makes no representation or warranty as to their accuracy or their suitability for the Member's individual circumstances or use. If the Member is in doubt as to whether the iComply application, Documentation or Member Content is suitable for the Member, or is unsure how to use it, the Member is advised to take professional advice.
- d. The Services may include agreement examples, forms and other general legal information provided by CODE or third parties; however, any general legal information or sample templates provided as part of the Services are for example purposes only, may not be suitable to the Member's circumstances and should not be considered to be a substitute for the advice of a lawyer or other appropriately qualified professional. CODE is not responsible for any loss, damage or cost resulting from any decisions that are made in reliance on the Services, including legal, compliance and/or risk management decisions. The Member agrees that it uses the Services at its own risk in these respects.
- e. Where the Services (including HR services) involve CODE setting up or populating agreements, handbooks and / or other documentation on behalf of the Member, such Services are administrative in nature. In providing such Services, CODE does not take any responsibility for or give any assurances in respect of the suitability of such documents for the Member's circumstances. The foregoing provisions of this Condition 4 (including as regards taking appropriate professional advice) shall continue to apply.
- f. CODE's obligations under the Agreement shall not apply to the extent of any non-conformance which is caused by the use of the Subscribed Services contrary to CODE's instructions, or modification or alteration of the Subscribed Services by any party other than CODE or CODE's duly authorised contractors or agents.
- g. If the Subscribed Services do not conform with the obligations set out in Conditions 4.a to 4.e, CODE will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly. Such correction or substitution constitutes the Member's sole and exclusive remedy for any breach of such obligations. Notwithstanding the foregoing, CODE:
 - (i) does not warrant that the Member's use of the Subscribed Services will be uninterrupted or error free; or that the Membership Services, Documentation, Member Content and/or the information obtained by the Member through the Subscribed Services will meet the Member's requirements; and
 - (ii) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Member acknowledges that the Subscribed Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- h. The Agreement shall not prevent CODE from entering into similar agreements with third parties, or from independently developing, using,

selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.

5. CLIENT/MEMBER DUTIES

a. The Client shall:

- (i) provide CODE with all necessary co-operation in relation to the Agreement;
- (ii) provide CODE, its employees, agents, consultants and subcontractors, with access to the Client's premises and other facilities as reasonably required by CODE;
- (iii) provide CODE with such information and materials as CODE may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (iv) comply with all applicable laws and regulations with respect to its activities under the Agreement;
- (v) comply with the Website Terms;
- (vi) in the case of Members, ensure that the Authorised Users use the Subscribed Services in accordance with the Agreement and shall be responsible for any Authorised User's breach thereof; and
- (vii) in the case of Members, be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to CODE's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Member's network connections or telecommunications links or caused by the internet;
- (viii) upload a practice logo to iComply that clearly indicates the location of and is specific to the subscribed practice. (CODE can adapt the logo for a member if required). This location specific logo will only appear in iComply templates and the application.

b. The Member shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Membership Services that:

- (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (ii) facilitates illegal activity;
- (iii) depicts sexually explicit images;
- (iv) promotes unlawful violence;
- (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (vi) in a manner that is otherwise illegal or causes damage or injury to any person or property; and CODE reserves the right, without liability or prejudice to its other rights to the Member, to disable the Member's access to any material that breaches the provisions of this clause.

c. The Member shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Agreement:

- (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
- (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (iii) access all or any part of the Membership Services and Documentation in order to build a product or service which competes with the Membership Services and/or the Documentation; or
- (iv) use the Membership Services and/or Documentation to provide services to third parties; or
- (v) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Membership Services and/or Documentation available to any third party except the Authorised Users, or
- (vi) attempt to obtain, or assist third parties in obtaining, access to the Membership Services and/or Documentation, other than as provided under this Condition.

6. MEMBERS CHARTER

a. The Member agrees to adopt and abide by the Members' Charter and Patient Safety Charter contained in this Condition 6.

b. The Members' Charter is:

- (i) member practices are committed to providing a high standard of dental treatment in a safe and caring environment;
- (ii) member practices are committed to following the latest regulations, legislation and guidelines including those for infection prevention and control and to this end members also adopt the CODE Patient Safety Charter;
- (iii) member practices have policies and procedures that their team follow to ensure that high standards of care can be maintained;
- (iv) member practices are equal opportunity employers and are committed to encouraging equality, diversity and personal growth in the dental team; and
- (v) member practices are committed to contributing to the knowledge, skills and positive public perception of the dental profession.

c. The Patient Safety Charter is:

Our practice has a safety culture which means that patient safety is at the forefront of everyone's minds not only when delivering healthcare but also when setting objectives, developing procedures and purchasing new products and equipment. It is also a culture that is open and fair, where team members can discuss the challenges that face them at work for the best interests of our patients. For patient safety we:

- (i) follow the latest infection prevention guidelines from the Department of Health;
- (ii) use dental instruments that are single use or are sterilised after use;
- (iii) decontaminate work areas including the dental chair, hand held equipment and cupboard handles, in between patients;

- (v) maintain a high standard of personal hygiene including clinical clothing and the restricted wearing of jewellery;
- (vi) monitor Practice water for quality. Dental unit waterlines are disinfected and kept clear;
- (vii) handle waste according to current regulations and dispose of it with appropriate carriers;
- (viii) take expert advice if a team member may have a blood borne infection. The team member will have an occupational health examination and follow the advice on his/her role in treating patients;
- (ix) as a member of CODE, the Practice is kept up to date with the latest guidelines, good practice and regulations. It runs a continuous improvement programme called iComply (iComply members only) and is a member of the CODE Quality Practice Scheme which means it is regularly inspected and meets high standards of patient safety, care and service. (QPS members only);
- (x) the owner of the Practice has overall responsibility for the Practice and leads and supports the team through regular meetings, staff training, personal development and regular appraisals; and
- (xi) the Practice always welcome questions, comments and suggestions from patients and the team.

7. MEMBER DATA

a. The Member shall own all right, title and interest in and to all of the Member Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Member Data.

b. In the event of any loss or damage to Member Data, the Member's sole and exclusive remedy shall be for CODE to use reasonable commercial endeavours to restore the lost or damaged Member Data.

from the latest back-up of such Member Data maintained by CODE. CODE shall not be responsible for any loss, destruction, alteration or disclosure of Member Data caused by any third party (except those third parties sub-contracted by CODE to perform services related to Member Data maintenance and back-up).

c. If CODE processes any personal data on the Member's behalf when performing its obligations under the Agreement, the parties record their intention that the Member shall be the data controller and CODE shall be a data processor and in any such case:

- (i) the Member acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Member and the Authorised Users are located in order to carry out the Membership Services and CODE's other obligations under the Agreement;
- (ii) the Member acknowledges that personal data may be shared with companies or persons who provide products or services to Members through the CODE Buying Group;
- (iii) the Member shall ensure that the Member is entitled to transfer the relevant personal data to CODE so that CODE may lawfully use, process and transfer the personal data in accordance with the Agreement on the Member's behalf;
- (iv) the Member shall ensure that the relevant third parties including the Authorised Users have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
- (v) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

d. If a Member chooses to upload files to the iComply 3 application these and saved edited templates will be stored using Amazon Web Services. Amazon S3 redundantly stores data in multiple facilities and on multiple devices within each facility. CODE is not responsible for any data that the Member uploads or is stored in iComply and the Member is advised to always keep backup copies of uploaded files. The Amazon data is stored in Europe in the Republic of Ireland.

e. iComply 3 membership will provide to the member 10Gb of storage for data upload. If this file limit has been exceeded there will be a charge per additional 10Gb at the prevailing monthly rate.

8. THIRD PARTY PROVIDERS

a. The Member acknowledges that the Membership Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites. The Member acknowledges that it does so solely at its own risk. CODE makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Member, with any such third party.

b. Any contract entered into and any transaction completed via any third-party website is between the Member and the relevant third party, and not CODE. CODE recommends that the Member refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. CODE does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Membership Services.

9. CONSULTANCY SERVICES

a. If a Client wishes to subscribe for Consultancy Services, including but not limited to the services set out in Part B of Appendix 2, they should contact CODE.

b. CODE will provide a written quotation for the Consultancy Services which, if accepted by the Client, will constitute an offer by the Client to purchase Consultancy Services in accordance with these Conditions. The offer shall only be deemed to be accepted when CODE issues written acceptance of the offer at which point the contract for the Consultancy Services shall come into existence.

- c. CODE shall supply the agreed Consultancy Services using reasonable care and skill and shall devote some of its personnel's time, attention and abilities to the Consultancy Services as is agreed with the Client. CODE shall use its reasonable endeavours to meet any performance dates discussed, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Consultancy Services.
- d. The Consultancy Services provided are believed to be based on relevant legislation, regulations and best practice guidance applicable under the laws of England and Wales. While the Consultancy Services may also be relevant to Practices situated in other UK countries and / or the Channel Islands, CODE does not accept any liability for differences between such English laws, regulations and guidance and those of the other UK countries and / or Channel Islands. It remains the ultimate responsibility of the Client to ensure compliance with relevant legislation, regulations and guidance. The Consultancy Services are indicative only and are intended as a guide for the Client to review and take particular professional advice to suit its circumstances.

10. CODE BUYING GROUP

- a. The CODE Buying Group (as defined in Appendix 4) negotiates with CODE Buying Group partners for the benefit of practices that buy services and/or products through it. Only CODE Buying Group partners may display the 'Trusted by CODE' logo.
- b. By subscribing for Membership Services, the Member will be entitled to order products through the CODE Buying Group and in some cases be entitled to the preferential rates offered to Members.
- c. The Member can confirm in the Subscription Agreement that the CODE Buying Group may pass the Member's contact details to CODE Buying Group partners for the purposes of offering preferred services and/or products.
- d. The Member can opt out of participation in the CODE Buying Group by giving notice to CODE by email to info@codeuk.com in which case no data will be shared with CODE Buying Group partners.
- e. The terms of business applicable to the acquisition of services and/or products through the CODE Buying Group are set out in Appendix 4

11. SUBSCRIPTION FEES, CONSULTANCY FEES AND PAYMENT

Joining Fee

- a. A Joining Fee will be due in respect of each Practice (including the initial Subscribed Practices) added to the Member's Subscription and, if a Member changes from one Membership Package to another, in respect of each Practice covered by the Member's Subscription. The Joining Fee is as set out in the Member's Subscription Agreement, failing which shall be at CODE's then prevailing rates. The Joining Fee will usually be collected using the credit or debit card details provided, or by Direct Debit and the Member hereby agrees to collection by this method.

Subscription Fees

- b. A Subscription Fee will be due in respect of each Practice forming part of the Member's Subscription. The initial Subscription Fee for the Member, which will depend on the Membership Package subscribed for, is as set out in the Member's Subscription Agreement (failing which shall be at CODE's then prevailing rates) and shall be valid for at least the initial Subscription Period or, if longer, such period as is set out in the Subscription Agreement. Thereafter, the Subscription Fee will be subject to review from time to time. Subject to exceptional circumstances, no increase shall take effect until the Member's next Subscription Period and the Member shall be given not less than 4 months' prior written notice of the increase prior to the commencement of that Subscription Period.
- c. The Subscription Fees shall be subject to adjustment pursuant to Condition 2 if the Member wishes to add Membership Services to its Subscription and additional Subscription Fees shall be due if it wishes to add Subscribed Practices.
- d. The first payment of Subscription Fees shall be due on the Commencement Date and shall be a proportional sum calculated on a daily basis from the Commencement Date to the 14th of the following calendar month. The Member shall pay the continuing Subscription Fees by way of equal monthly instalments in advance on about the 15th day of each calendar month.
- e. The Member agrees to make payment of the Subscription Fees by way of Direct Debit. By entering into the Agreement, the Member authorises CODE to collect monthly Direct Debit payments from such Member's bank on or around the 15th of each month.

Consultancy fees

- f. The Consultancy Services shall be charged on a time and materials basis at a rate agreed between CODE and the relevant Client. CODE shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom CODE engages in connection with the Consultancy Services including, but not limited to, travelling expenses (over 100 miles), hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by CODE for the performance of the Consultancy Services, and for the cost of any materials.
- g. Unless otherwise determined by CODE, CODE shall invoice and the Client shall pay for Consultancy Services before the consultancy starts.

General

- h. Unless otherwise provided in these Conditions, the Client shall pay each invoice for Services submitted by CODE within 14 days of the date of the invoice, and time for payment shall be of the essence.
- i. All amounts payable by the Client under the Agreement are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Agreement by CODE to the Client, the Client shall, on receipt of a valid VAT invoice from CODE, pay to CODE such additional amounts in

- respect of VAT as is chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- j. If a Client fails to make any payment due to CODE under the Agreement by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 4% per cent per annum above The Royal Bank of Scotland Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
- k. If the Client fails to pay for any Services by the due date for payment (including where CODE is unable to collect a direct debit payment due to an inaccuracy in the direct debit information or an insufficiency of funds in the relevant bank account or because of cancellation of the direct debit mandate), CODE shall be entitled to suspend provision of the Client's access to the Services until such time as payment is made in full.
- l. In addition to CODE's right to suspend provision of the Services, if a Member fails to pay its Subscription Fees (or any part thereof) for two consecutive months, CODE shall be entitled to notify the Member in writing of the non-payment and give a further period of seven (7) days to make payment. If the Member fails to make the required payment in full within the seven (7) day period, CODE shall be entitled to invoice the Client for the Subscription Fees due for the remainder of the then current Subscription Period, in which case such fees shall be due immediately.
- m. The Client shall pay all amounts due under the Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). CODE may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by CODE to the Client.

12. PROPRIETARY RIGHTS

- a. The Client acknowledges and agrees that CODE and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, the Agreement does not grant the Client any rights to, in, patents, copyrights, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- b. CODE confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Agreement.
- c. If reproducing any part of member content for use in any format outside of the Member Subscribed Practices the Member shall not remove or deface any copyright notice from the Member Content and, when using extracts of the Member Content, shall acknowledge CODE's ownership in the following form: "© CODE reproduced under licence."

13. CONFIDENTIALITY

- a. Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that:
- is or becomes publicly known other than through any act or omission of the receiving party;
 - was in the other party's lawful possession before the disclosure;
 - is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- b. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Agreement.
- c. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees, contractors or agents in violation of the terms of the Agreement.
- d. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- e. The Client acknowledges that details of the Services (including the Documentation and Member Content), and the results of any performance tests of the Services, constitute CODE's Confidential Information.
- f. CODE acknowledges that the Member Data is the Confidential Information of the Member.
- g. This Condition 13 shall survive termination of the Agreement, however arising.

14. LIMITATION OF LIABILITY

- a. This Condition 14 sets out the entire financial liability of CODE (including any liability for the acts or omissions of its officers, employees, agents and subcontractors) to the Client:
- arising under or in connection with the Agreement;
 - in respect of any use made by the Client of the Services and Documentation or any part of them; and
 - in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement. Further limitations of liability in respect of the CODE Buying Group are included in Appendix 3.
- b. Except as expressly and specifically provided in the Agreement:
- the Client assumes sole responsibility for results obtained from the

use of the Services by the Member, and for conclusions drawn from such use. CODE shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to CODE by the Client in connection with the Services, or any actions taken by CODE at the Client's direction;

- (ii) Practice audits such as the Quality Practice Scheme inspection, Mock CQC Inspection, Compliance Set up or Compliance Health Check are verified at the time of the visit and may be verified in the future, but there can be no guarantee that the Practice is fully compliant at any time as only a representative sample of information and evidence will be requested for each assessment. Procedures, policies, training and legislation change on a daily basis which means that it is the responsibility of the Client to maintain compliance and team training.
- (iii) In providing services, information or advice in relation to Practice audits, neither CODE nor any of its officers, employees, agents or subcontractors warrants the accuracy or completeness of any information, review, audit, monitoring or advice supplied;
- (iv) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement; and
- (v) Subscribed Services are provided on an "as is" basis.

c. Nothing in the Agreement excludes the liability of CODE:

- (i) for death or personal injury caused by CODE's negligence; or
- (ii) for fraud or fraudulent misrepresentation.

d. Subject to Condition clause 14.c:

- (i) CODE shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement; and
 - (ii) CODE's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited: in respect of the Subscribed Services, to the total Subscription Fees, paid to CODE for the Subscription during the 12 months immediately preceding the date on which the claim arose; in respect of the Consultancy Services or any other non-Membership Services, to the fees for the relevant Services; or in respect of the CODE Buying Group, the cost of any products or services concerned.
- e. CODE is not responsible or liable for the clinical care of patients. The Client agrees to indemnify CODE against all liability, loss, damage, costs and expenses (including legal costs and expenses) awarded against, or incurred or paid by CODE as a result of, or in connection with:
- (i) any negligence, breach of contract or breach of any statutory duty in the conduct of the Client's practice by the Client or by any person for whom the Client is responsible; and
 - (ii) any breach of these Conditions by the Client or any misuse by the Client of the Quality Practice Award granted to it. The Client must at all times maintain in force, with a reputable insurance company, appropriate professional indemnity insurance to cover the liabilities that may arise out of the clinical care of its patients.

15. TERMINATION

- a. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement (including the Subscription) without liability to the other if:
- (i) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
 - (ii) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
 - (iii) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
 - (iv) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - (v) the other party ceases, or threatens to cease, to trade.
- b. Without prejudice to any other rights or remedies to which CODE may be entitled, CODE may terminate the Agreement (including the Subscription) or the part of the Agreement relating to the Services for which the Client has failed to pay without liability to the Member if:
- (i) the Member fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or
 - (ii) the Member commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so.
- c. On termination of the Agreement for any reason:
- (i) all rights and licences granted under the Agreement shall immediately terminate;
 - (ii) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

- (iii) CODE may destroy or otherwise dispose of any of the Member Data in its possession unless CODE receives, no later than ten days after the effective date of the termination of the Agreement, a written request for the delivery to the Member of the then most recent back-up of the Member Data. In such circumstances CODE shall use reasonable commercial endeavours to deliver the back-up to the Member within 30 days of its receipt of such a written request, provided that the Member has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Member shall pay all reasonable expenses incurred by CODE in returning or disposing of Member Data;
- (iv) the accrued rights of the parties as at termination, and the continuation after termination of clauses 12 to 15 (inclusive), 17 to 25 (inclusive), Appendix 1 and any other provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced; and
- (v) all fees and charges accrued (but unpaid) pursuant to the Agreement shall forthwith become due and payable.

16. FORCE MAJEURE

- a. CODE shall have no liability to the Client under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of CODE or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of CODE's or sub-contractors, provided that the Client is notified of such an event and its expected duration.

17. CODE

- a. All of the Services provided under the Agreement, other than the Membership Services comprising the CODE Membership Package, are provided by Codeplan (the "Codeplan Services"). The Membership Services comprising the CODE Membership Package are provided by Code (the "Code Services").
- b. By entering into the Agreement, the Member is entering into two separate contracts: a contract with Codeplan for the Codeplan Services and a contract with Code (Codeplan acting as its agent for the sale of such services) for the Code Services.
- c. References in these Conditions to "CODE" shall be to Codeplan in the context of the Codeplan Services and to Code in the context of the Code Services. Reference to the parties shall be to Codeplan and the Client in the context of the Codeplan Services and to Code and the Client (Member) in the context of the Code Services. To the extent unclear, Codeplan shall determine the meaning of CODE in any given context.
- d. Termination by the Member of the Membership Services provided by Codeplan shall also terminate the Membership Services provided by Code and vice versa.

18. BASIS OF CONTRACT

- a. The Agreement constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter they cover. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of CODE which is not set out in the Agreement.
- b. Any samples, drawings, descriptive matter or advertising issued by CODE, and any descriptions or illustrations contained in CODE's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.
- c. These Conditions apply to the Agreement to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- d. Any quotation given by CODE shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.

19. WAIVER

- a. A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- b. Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

20. VARIATION

- a. These Conditions are subject to variation from time to time. Variations will be notified on the Websites and by e-mail and the latest version will be available on the Websites.

21. SEVERANCE

- a. If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- b. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

22. ASSIGNMENT

- a. The Client shall not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the

Agreement without the prior written consent of CODE, such consent not to be unreasonably withheld or delayed in circumstances where the Member is disposing of all of its Subscribed Practices and wishes to transfer the Agreement to the new owner.

b. CODE may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement.

23. NO PARTNERSHIP OR AGENCY

a. Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. THIRD PARTY RIGHTS

a. The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. NOTICES

a. Any notice required to be given under the Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Agreement, or such other address as may have been notified by that party for such purpose, or sent by e-mail to such e-mail address as the other party has notified for such purpose.

b. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by e-mail shall be deemed to have been received at the time it was sent provided it was sent to the correct e-mail address.

26. GOVERNING LAW AND JURISDICTION

a. The Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.

b. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

Appendix 1: INTERPRETATION AND CONSTRUCTION

1. In these Conditions, the following definitions apply:

- 1.1 "Agreement" means the Subscription Agreement(s) and/or agreement(s) for non-Membership Services, these Conditions (including, if relevant, the Quality Practice Scheme Terms and the terms of business of the CODE Buying Group) and any documents referred to in them.
- 1.2 "Authorised by CODE" is awarded to CODE Buying Group partners who have met the Partner Standards set by CODE.
- 1.3 "Authorised Users" the Member, together with its shareholders, partners and such employees and independent contractors who are directly employed or engaged by the Member (or a connected person) at or in connection with the Member's Subscribed Practices.
- 1.4 "Business Day" a day other than a Saturday, Sunday or public holiday when banks in London are open for business.
- 1.5 "CODE" has the meaning given in and is to be interpreted in accordance with Condition 17.
- 1.6 "Code" means Confederation of Dental Employers Limited, a company registered in England and Wales, with company number 01763779 and whose registered office is at Elm Tree House, Bodmin Street, Holsworthy, Devon EX22 6BB.
- 1.7 "CODE Consultant" means an individual who provides training, consultancy or support to dental practices on behalf of CODE.
- 1.8 "Codeplan" means Codeplan Limited, a company registered in England and Wales, with company number 03927086 and whose registered office is at Elm Tree House, Bodmin Street, Holsworthy, Devon EX22 6BB.
- 1.9 "Commencement Date" the date of commencement of the Member's Subscription under the Subscription Agreement.
- 1.10 "Compliance Health Check" has the meaning given in Part B of Appendix 2.
- 1.11 "Compliance Setup" has the meaning given in Part B of Appendix 2.
- 1.12 "Confidential Information" means information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the relevant party for the time being confidential to relevant party and trade secrets including, without limitation, technical data and know-how relating to the business of the relevant party or any of its business contacts.
- 1.13 "Connected with" a person shall be deemed to be connected with a Practice in circumstances including but not limited to them being a shareholder, partner, employee or contractor of the entity which owns (directly or indirectly) such Practice.
- 1.14 "Consultancy Services" means the provision to the Client by a CODE Consultant of additional advice on practice management, compliance, business management and other subjects. Consultancy Services

- 1.15 "Client" means the purchaser of Services and includes both Members and non-Members.
- 1.16 "Documentation" means the documentation made available to the Client by CODE pursuant to the provision of the Services, including documentation made available online via the Websites.
- 1.17 "iComply" has the meaning given in Part A of Appendix 2.
- 1.18 "iComply 3" is the latest version of iComply.
- 1.19 "iComply Setup Service" has the meaning given in Part B of Appendix 2.
- 1.20 "Joining Fee" means the per Practice joining fee due upon a Member adding a Practice (including the initial Subscribed Practices) to its Subscription or upgrading its Subscription from one Membership Package to another.
- 1.21 "Member" shall mean a sole trader, partnership or limited company who has entered into a Subscription Agreement and whose Subscription has not been terminated.
- 1.22 "Member Content" means know-how, procedures, schedules, diaries, document templates, downloads and other materials and services made available to Members according to their level of Subscription.
- 1.23 "Member Data" the data inputted by the Member, Authorised Users, or CODE on the Member's behalf for the purpose of using the Subscribed Services or facilitating the Member's use of the Subscribed Services.
- 1.24 "Membership Packages" means the packages of Membership Services, details of which are set out in Part A of Appendix 2 to these Conditions.
- 1.25 "Membership Services" means the membership services provided by CODE to its Members, details of which are set out in Part A of Appendix 2 to these Conditions and on the Websites, together with any additional membership type services agreed between CODE and its Members from time to time.
- 1.26 "Practice" means a dental practice operating from a single premises.
- 1.27 "Quality Practice Scheme Membership" (QPS) means certification by CODE that a Practice maintains an evidence based and team-led quality assurance programme that addresses any gaps in meeting national and local quality standards for dental care, creates a culture of sustainable continuous improvement and by doing so meets the CODE TQM Standards.
- 1.28 "QPS Standards" has the meaning given in the QPS Terms.
- 1.29 "QPS Terms" means the further terms and conditions applicable to the grant by CODE of the Quality Practice Scheme Membership to Members as set out in Appendix 3.
- 1.30 "Services" means the Membership Services, the Consultancy Services and/or any other services agreed to be provided by CODE to a Client from time to time (as appropriate).
- 1.31 "Software" means the online software applications provided by CODE as part of the Membership Services, including the iComply application.
- 1.32 "Subscribed Practice(s)" means the Practice(s) covered by the Member's Subscription.
- 1.33 "Subscribed Services" means the Membership Services (including associated Documentation, Member Content and login details) subscribed for by the Member pursuant to the Subscription Agreement, as amended from time to time pursuant to Condition 2.
- 1.34 "Subscription" means the subscription by the Member for the Subscribed Services.
- 1.35 "Subscription Agreement" means the agreement, incorporating these Conditions, between Codeplan (for itself and as agent on behalf of Code) and the Member for the provision of the Subscribed Services.
- 1.36 "Subscription Fee" means the monthly or annual per Practice subscription fee for the Member's Subscription.
- 1.37 "Subscription Period" means the initial minimum period set out in each Member's Subscription Agreement (failing which 36 months), or such other period as may be agreed between CODE and the Member from time to time, and each renewal of such period pursuant to Condition 3.
- 1.38 "Subscription Term" means the period from the Commencement Date to the Termination Date.
- 1.39 "Termination Date" means the date of termination of the Member's Subscription in accordance with Condition 3 or 15.
- 1.40 "Trusted by CODE" is awarded to CODE Buying Group partners who have met the Partner Standards set by CODE.
- 1.41 "Virus" anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- 1.42 "Websites" means www.icomply.cc, www.codeuk.com, www.codeplan.co.uk, www.icomply.org.uk and www.qualitypracticeaward.com and such other websites as are notified to the Member from time to time.
- 1.43 "Website Terms" means the terms and conditions of use of the Websites (including the privacy policy and cookie policy) as set out on the Websites and as amended from time to time.

2. In these Conditions, the following rules apply:

- (i) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (ii) a reference to a party includes its personal representatives, successors or permitted assigns;
- (iii) a reference to a statute or statutory provision is a reference to such

- statute or statutory provision is amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (iv) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (v) a reference to writing or written includes faxes

Appendix 2: MEMBERSHIP PACKAGES AND CONSULTANCY SERVICE PACKAGES

Packages may change, new ones may be added and packages may be cancelled. Please check the website codeuk.com for details of current package benefits.

PART A: MEMBERSHIP PACKAGES

1. The iComply Membership Package

- The iComply Membership Package includes the following benefits:
- Over 400 templates of policies, procedures, risk assessments, audits, guidelines and contracts.
 - Web based Application for use on a tablet or computer.
 - Access Websites as may be notified to the Member from time to time, including full functionality of the iComply application.
 - A Compliance workflow that leads through the setup, review and checking of dental compliance including GDC, NHS, employment law, HTM 01-05, MRHA and DoH in order to meet these and other standards such as the RQIA, HIW and CQC.
 - Access to the iComply dashboard to delegate tasks and monitor compliance activities and their completion from one or many practices via the Internet.
 - Compliance reports for Users to print and show how they meet the CQC standards and others.
 - An annual quality management cycle, each iComply annual cycle engenders continuous improvement of care and service. iComply is built around a Good Governance framework.
 - The Premium HR and Employment Law service as follows:

Name	Benefits
Premium HR and Employment Law Package	<ul style="list-style-type: none"> • Access to all HR modules and templates • Key policies and procedures • Guidance documents • Template letters • Staff handbook • Employee contracts of employment • Self-employed contract agreements • Access to 24/7 telephone legal helpline • Two hours access to a CODE HR Advisor per year* to use as and when you require (telephone or email support) • Access to regular employment law webinars with CPD credits • Frequent employment law updates (email newsletter)

*The Premium HR and Employment Service benefits are provided on a per subscription year and cannot be carried over.

2. iComply Manual System Membership Package

Some members are using the legacy iComply Manual System. This provides templates and workbook for a workflow similar to the Application, but without scheduling, reporting, audit trail, monitoring and other functionality provided by the iComply Application. iComply Manual System members have access to Websites to download templates and management modules to run their paper based system but do not have the iComply application functionality. This iComply Manual System Membership Package includes the Essential HR and Employment Law service as follows:

Name	Benefits
Essential HR and Employment Law Package	<ul style="list-style-type: none"> • Frequent employment law updates (email newsletter) • Access to all HR modules and templates • Key policies and procedures • Guidance documents • Template letters • Staff Handbook • Employee contracts of employment • Self-employed contract agreements • One hour of access to a CODE HR Advisor per year* to use as and when you require (telephone or email support) • Job descriptions • Access to regular employment law webinars no CPD credits • Frequent employment law updates (email newsletter)

*The Essential HR and Employment Law Service benefits are provided on a per subscription year and cannot be carried over.

3. CODE Membership Package

- CODE Association for Dental Practice membership includes:
- The Management Modules.
 - Members can download the templates, policies and procedures to set up and run a modern dental practice. They include contracts, health and safety, COSHH, fire, HR documentation, risk assessments and appraisals. The modules are updated when there is a new regulation or legislation.
 - The CODE ecosystem.
 - The CODE helpline.
 - The telephone helpline provides support to members during work hours for advice on practice management.
 - Regular compliance and business updates and news.
 - Members are kept updated through the Websites, email newsletters, Twitter, Facebook, mailings, and through their iComply dashboard.
 - Members are automatically part of the CODE Buying Group which chooses suppliers with proven products and services. The CODE Buying Group is also known as "Trusted by CODE".
 - Discounts on seminars and training.

- Members have webinars, YouTube videos and discounts on seminars, online learning, DVDs, seminars and training. There are also savings on consultancy.
- The Essential HR and Employment Law Service, as outlined above.

4. Quality Practice Scheme (QPS) Membership Package

QPS Membership is awarded to practices that meet the CODE Total Quality Management standards (CODE TQM). The goal of CODE TQM is practice success through patient satisfaction. It is based on participation of the whole team in Continuous Improvement. Subscription to the QPS is only available to subscribers of the iComply Membership Package. The additional Services provided under the QPS include an annual compliance inspection and quarterly compliance monitoring reports. Members who successfully meet the CODE TQM Standards will be provided with an exclusive Quality Practice Scheme Membership plaque for display, a press pack, PR articles, logos for print and logos for social media, emails or websites and a printed certificate. The QPS Membership Package is subject to the further terms and conditions set out in the QPS Terms.

5. Total HR and Employment Law Service Membership Package

This is available as an add-on to memberships.

Name	Benefits
Total HR and Employment Law Service Membership Package	<ul style="list-style-type: none"> • Setup of all HR documentation and contracts for your practice and staff handbook • Annual audit of HR documentation and contracts • Key policies and procedures • Guidance documents • Template letters • 24/7 access to telephone legal helpline • Unlimited access to CODE HR Advisor • Frequent employment law updates (email newsletter) • Access to regular employment law webinars with CPD credits • Phone and web application to manage staff sickness, absence and holidays • Optional: Essential HR and Business Legal Cover <p>The main benefits Optional: Essential HR and Business Legal Cover are that it empowers you to protect your legal rights in the future. With support from ARAG the practice could be protected from legal costs arising from:</p> <ul style="list-style-type: none"> • Employment disputes (including TUPE) & compensation awards • Employment restrictive covenants • Tax investigations & VAT disputes • Legal nuisance, trespass or damage to property • Legal defence • Compliance & regulation • Statutory licence appeals • Loss of earnings • Employees' extra protection & identity theft • Crisis communication • Contract & debt recovery • Access to regular employment law webinars with CPD credits • Frequent employment law updates (email newsletter)

*The Total HR and Employment Law benefits are offered on a per subscription year and cannot be carried over.

Note 1: The CODE templates are approved by solicitors Rudlings Wakelam and are regularly reviewed and, if necessary, updated to ensure that they are up to date. When CODE completes these templates on behalf of a Total HR Member, it populates missing provisions (such as pay, percentages charged to the self-employed person and the restricted area) in accordance with the Member's instructions; and removes clauses and sub-clauses that do not relate to the terms of the role, but otherwise the templates are unchanged. CODE is not qualified to nor does it provide any advice on the suitability of the templates to the Member's circumstances nor on the amendments to the templates the Member instructs it to make. If a Member wants to change aspects of the templates that are not meant to be changed, it will be necessary to instruct its own solicitor or ask CODE to quote for one of their chosen solicitors.

Note 2: Agreements and terms and conditions of employment are only created or reviewed once a year per Member. While CODE cannot produce contracts throughout the year as new team members join, it remains important that all new team members enter into an appropriate contract. During the interim period, the Member may use the modified templates already completed by CODE as well as CODE's standard templates for any new starter provided that, if a Member is in any doubt regarding the use of such templates, it is advised to seek professional help. If requested, CODE will look at contracts prepared by the Member at the next annual review, but any changes to such contracts will require the agreement of both contracting parties and it is therefore important that contracts are correct when entered into.

6. Additional HR Support Packages

Available as an add on to any Membership Package.

Name	Benefits
Optional Essential HR and Business Legal Cover available only to Total HR and Employment Law Members	The main benefits are: It empowers you to protect your legal rights in the future. With support from ARAG the practice could be protected from legal costs arising from: <ul style="list-style-type: none">• Employment disputes (including TUPE) & compensation awards• Employment restrictive covenants• Tax investigations & VAT disputes• Legal nuisance, trespass or damage to property• Legal defence• Compliance & regulation• Statutory licence appeals• Loss of earnings• Employees' extra protection & identity theft• Crisis communication• Contract & debt recovery
Additional HR advice	180 minutes of additional telephone and email support*
Complete set up of cloud based employee management software	Costed per each team member with a minimum fee
Bespoke self-employed and employee contract development	Per hour - a quote is provided before work starts
Additional HR advice	60 minutes of additional telephone and email support*
Employment Law Consultancy	On-site HR Consultancy Support for case management/ settlement agreements/TUPE/organisational management in areas including: <ul style="list-style-type: none">• Investigations• Disciplinary/Grievance/Capability• Redundancy• TUPE Consultations• Settlement Meetings

*Additional HR Services benefits are offered on a per subscription year and cannot be carried over.

**Additional HR telephone and email support is costed to the nearest minute used and rounded up.

PART B: CONSULTANCY SERVICES PACKAGES

For full details please see the Consultancy sections of www.codeuk.com.

iComply Setup Service

The setup service is usually a one-day per Practice consultancy service provided by a CODE Consultant to set up the iComply application and train the practice manager and other team members how to use it.

Compliance Health Check

The Compliance Health Check is a one-day service to audit the Practice's compliance and provide an action plan to reach compliance with CQC and other dental regulations and legislation.

Compliance Setup

Setup can take from one to seven days depending upon the size of the Practice and the amount of compliance setup required. The CODE Consultant will spend much of this time at your Practice to set up and train the relevant team members on the compliance.

Mock CQC Inspection

A full day inspection, which is based on our experience of CQC inspections. The inspection includes interviewing team members, checking compliance, assessing the practice and providing a report to the practice.

Business consultancy

Business consultancy includes analysis, strategic planning, advice, coaching and mentoring. It is generally subject to an initial consultation.

CQC Registration Service

A day of remote consultancy to write and submit an application to CQC.

HIW Registration Service

A day of remote consultancy to write and submit an application to HIW.

Health and Safety Day

The CODE consultant will spend a day at the practice reviewing risk assessment templates, providing coaching and suggesting improvements.

Compliance Due Diligence

The CODE consultant will spend a day on site, assessing a practice against the regulations, creating an action plan and advising whether it is likely to pass an inspection.

iComply Training (online)

The CODE consultant will spend up to 2 hours providing training on the iComply system.

Registered Manager Coaching (online)

The CODE consultant will spend up to 2 hours providing training on the registration interview.

HR In-Practice Support

For a major HR event, personal support by an HR consultant. In-practice HR Consultancy Support for case management/settlement agreements/TUPE/organisational management

Ad-hoc Consultancy

You can purchase Consultancy Services for any required assistance, including practice meetings, discipline and training.

Appendix 3: QUALITY PRACTICE SCHEME (QPS) TERMS

This document sets out the additional terms and conditions applicable to the QPS Membership Package, including the requirements of QPS Membership Package.

These QPS Terms supplement the Subscription Agreement under which the Member has subscribed for the QPS Membership Package and the current CODE Conditions (of which these QPS Terms form Appendix 3), which shall also apply.

The Quality Practice Scheme is for the whole Practice Team, all of whom are expected to participate. It is an indication of the Team's commitment to providing quality dental care and continuous improvement.

1. Definitions

Words and expressions defined in Appendix 1 of the CODE Conditions shall bear the same meanings in these QPS Terms unless the context otherwise requires. In addition, the following definitions apply:

"Award Plaque" means an exclusive Quality Practice Membership

Award Plaque for display by Subscribed Practices that

successfully meet the CODE Total Quality Management Standards

"Compliance Monitoring" means the production of quarterly reports

in respect of the Subscribed Practice's compliance with the CODE

TQM Standards, including feedback from CODE. These include

information about the Subscribed Practice's compliance activities,

if any are overdue and how well they have been documented in

the application by the user. A random check will be made that 5

documents have been adopted before activities that they are

related to have been closed, but the degree and effectiveness of

modification of each document will not be checked until the

annual inspection. Quarterly monitoring is not provided to

members of the iComply Manual System Membership Package.

Quarterly monitoring is not provided in the same quarter as the

annual inspection.

"Practice Team" means the people working at the Subscribed

Practice, including dentists, hygienists, therapists, dental nurses

and receptionists

"QPS Administrator" means the CODE Professional Services

Manager responsible for the relevant Member

"QPS Inspection" means a practice visit to audit the Subscribed

Practice's compliance against the CODE TQM Standards and

provide a report of compliance leading to Membership of the

Quality Practice Scheme or an action plan to reach compliance

with the TQM Standards

"CODE TQM Standards" means the CODE Total Quality Management

Standards that a member must meet and maintain to be a

member of the QPS. These standards are available for download

from the CODE website www.codeuk.com.

2. CODE duties

- CODE will carry out a QPS Inspection when the practice has completed an iComply Cycle and annually thereafter.
- CODE will also carry out quarterly Compliance Monitoring of the Practice in accordance with a schedule set at the Commencement Date, there is no monitoring in the quarter of the annual inspection.
- CODE undertakes to apply the CODE TQM Standards consistently and to provide suitably trained consultants to perform the Services set out in Conditions 2a and 2b.
- Subject to CODE being satisfied (on an ongoing basis) that the Subscribed Practice is competent and meets all the requirements of the CODE TQM Standards, CODE will award the Subscribed Practice with QPS Membership and an Award Plaque for display, a press pack, PR articles and a Quality Practice Scheme logo for use on the Subscribed Practice's stationary and website. It will also include the Subscribed Practice on the Quality Practice Scheme website when it is launched.

3. Member Duties

- The Member shall:
 - supply CODE with all information, facilities, access and co-operation to enable CODE and its consultants to provide the relevant Services;
 - comply with the terms of the Agreement at all times;
 - use its best endeavours to meet the CODE TQM Standards for the duration of the Member's Subscription Term;
 - use the Quality Practice Scheme logo and name proportionately in a manner that does not mislead patients about its scope, and take appropriate steps to correct any misunderstanding or incorrect statement made by the Member, the Subscribed Practice or by a patient;
 - inform the QPS Administrator in writing as soon as practicable (at least 30 days before the event if possible) of any planned changes which may impact upon the Subscribed Practice's ability to comply with the terms of the Agreement and / or the CODE TQM Standards, including but not limited to a change of control of the Member or a change in ownership or location of the Subscribed Practice;
 - notify the QPS Administrator in writing as soon as practicable (by no later than 30 days after the relevant event) of the details of all enforcement actions taken by regulatory authorities against the Subscribed Practice and / or its Practice Team which are relevant to the grant of the Quality Practice Scheme Membership, including: any GDC investigations, sanctions, erasures or suspensions from the GDC register; and any police investigation or criminal sanction (excluding minor driving offences);
 - record, investigate and take appropriate corrective actions of incidents related to the scope of the QPS that are reported by clients or other parties, such as enforcing authorities (GDC, CQC, HSE, etc.);
 - assist CODE in the investigation and resolution of any properly authenticated complaints made by third parties about the Member's activities related to the Quality Practice Scheme;
 - return the Award Plaque and withdraw all materials referring to

the Quality Practice Scheme upon termination of the Subscription pursuant to the CODE Conditions (or withdrawal of the Quality Practice Scheme Membership pursuant to Condition 4 below) and cease to use the QPS logo or name; and

(x) pay subscription fees in accordance with the relevant Subscription Agreement and any other agreed charges due.

4. Award of Quality Practice Scheme Membership

a. If, at any time, CODE considers that the Subscribed Practice is not in compliance with the CODE TQM Standards, and the Member fails to carry out such actions as are notified to it by CODE as being required to maintain compliance within the timescales notified by CODE, CODE may withdraw the Quality Practice Scheme Membership from the Subscribed Practice (either permanently or on a temporary basis) by giving written notice to the Member.

b. Where CODE withdraws the Quality Practice Scheme Membership pursuant to Condition 4(a) above, it may give the Subscribed Practice the option of a re-assessment at the then current cost of a one-day health check. Alternatively, it may withdraw the Quality Practice Scheme Membership, in which case Condition 3(ix) shall apply.

c. The relevant Member may appeal a decision made by CODE to withdraw the Quality Practice Scheme Membership by giving written notice to the CODE Professional Services Manager setting out details of the grounds of appeal. CODE's decision shall stand pending hearing of any appeal.

d. Appeals will be held in accordance with the CODE Appeals Procedure, which is available on request.

Appendix 4: TERMS OF BUSINESS OF THE CODE BUYING GROUP

a. These are the terms of business ("Terms of Business") on which we, the CODE Buying Group, will process an order or enquiry for services and/or products from CODE Buying Group partners.

b. In these Terms of Business, the following definitions apply:

(i) "CODE Buying Group" or "CBG" is a trading name of Codeplan Limited under which it has negotiated (and continues to negotiate) with Service Providers the terms on which they are prepared to sell services and/or products to practices that order through the CODE Buying Group;

(ii) "Service Provider" means a provider of services and/or products through the CODE Buying Group including, among others, dental dealers, audit and inspection companies, insurance brokers, patient finance providers, loan companies, training companies and product manufacturers;

(iii) "We, us, our" means the CODE Buying Group; and

(iv) "You or your" means the person ordering Services and/or Products through the Code Buying Group.

c. Making an order:

(i) When processing your order or enquiry we will assist you to enter into a contract with the relevant Service Provider, not with the CODE Buying Group.

(ii) Where we are an agent of the relevant Service Provider, we will act as the Service Provider's agent in confirming your order on behalf of the relevant Service Provider as principal.

(iii) Where we are not the agent of the relevant Service Provider, we will simply act as an introducer and will pass on your order or enquiry to the relevant Service Provider together with confirmation that you are ordering through the CODE Buying Group. In these circumstances, the Service Provider may deal with you directly in respect of your order or enquiry or may use us as an intermediary, including asking us to forward on its order confirmation to you.

(iv) Importantly, your order through us is subject to both these Terms of Business (which define and explain our obligations to you and the role that we play) and the specific order conditions of the relevant Service Providers ("Order Conditions" - which set out, amongst other terms, your rights with the Service Provider in the event that something goes wrong with the service and/or products you have ordered from them). You are advised to read both carefully prior to order.

(v) In sending your order to us you are accepting both our Terms of Business and the Order Conditions.

(vi) You may decide to make one or more orders though us at the same time. Please note that irrespective of the various products you order, for example a course or a dental product, each order is a separate order and your orders, even though they may be linked to the same dates, each have their own terms and conditions as specified by the relevant Service Provider(s). All orders are purchased individually at their own individual price. The price charged in total for several orders will always equal the simple sum of the prices charged for each individual order.

(vii) A range of services may be provided under the CODEsafe trademark, which is licensed by Codeplan Ltd to a selected list of Service Providers who will provide the service to you as the disclosed principal.

(viii) All orders are subject to these Terms of Business and the Order Conditions, regardless of whether they were booked through the CODE office or one of the Websites.

d. Further terms applicable to orders:

(i) Occasionally Service Providers may alter their products and/or services from those advertised on websites, brochures, advertisements or other methods. It is your responsibility to ensure that the services and/or products you are ordering are suitable for your purposes.

(ii) It is your responsibility to ensure that all order information you provide (including product details) are correct. While we will seek to assist in circumstances where errors have been made, your contract

will be with the relevant Service Provider and therefore we will not accept any responsibility for incorrect information. You should seek to inform us of any incorrect information as soon as possible.

(iii) The order information that you provide to us will be passed on only to the relevant Service Providers or other persons necessary for the provision of your products and/or services. Certain information may also be passed on to security or credit checking companies.

(iv) You may be required to pay a deposit or make full payment for your order at the time of order. Where you only pay a deposit or make no initial payment you must pay the full balance by the time of the service delivery points that are notified to you. If full payment is not received by the balance due date, we will notify the Service Provider who may cancel your order and charge any cancellation fees set out in their Order Conditions.

(v) Returns of products may be possible, but shall be strictly subject to the Order Conditions. In particular, you should ensure that the original packaging is in place and the product is unopened. Once a product has been opened then it may be that no refund is possible. Similarly, it may be that once a service has been provided, used or started then no refund is possible.

(vi) The Order Conditions will apply if you seek cancel or amend your order with the Service Provider and cancellation or amendment charges may be due.

(vii) All products (such as DVD courses, printing, stationery and dental consumables) will be delivered to you by post or courier as set out in the Order Conditions. You are advised to read the Order Conditions carefully as regards delivery.

e. Information provided by the Code Buying Group:

(i) We endeavour to ensure that the details of all products, including prices, displayed on our websites are accurate. However, given the high volume of services and other products offered it is inevitable that, in exceptional cases, mistakes will arise. We cannot accept liability for these errors. This is because some of the information which you are shown is being transmitted effectively live from the relevant Service Provider's IT system.

(ii) Notwithstanding the above, in cases where we discover that the details other than price are materially incorrect we will offer you the choice of continuing with your order or cancelling with a full refund of money paid on that order only.

(iii) Where inaccuracies relate to the understatement of the price of a specific product you will be offered either a full refund of money paid on that order only or the opportunity to maintain that order on receipt of the additional payment which is necessary or in the case of accommodation orders an additional option being an alternative order of equivalent or superior standard (in our absolute discretion).

f. Complaints:

(i) We pride ourselves on choosing Service Providers who deliver high standards of customer service but if you have any dissatisfaction regarding products and/or services they should be reported to the relevant Service Provider or their local supplier or agent immediately. If the Service Provider is unable to resolve your concern please contact the CODE customer services team who will try to assist you.

(ii) If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances.

(iii) If you wish to also make a formal complaint about us or any of the Service Providers then these should be addressed in writing to Customer Relations at CODE, Elm Tree House, Holsworthy, Devon, EX22 6BB or email info@codeuk.com

g. Limitation of liability:

(i) For the avoidance of doubt, your order is directly with the Service Provider. CODE accepts no liability or responsibility for any complaint, loss, damage, expense or other claim in respect of any aspect of your orders for products and/or services purchased through the CODE Buying Group.

(ii) Specifically, we will not be liable for any act or omission by any person not employed directly by us and whilst we have chosen our Service Providers with care we have no control over our Service Providers and so cannot be held responsible for any action or omission of our Service Providers or their servants, agents or employees.

(iii) Moreover, we cannot be held responsible for any loss, damage or expense incurred or suffered by you which results from strike, civil commotion, fire, flood, war, threat of war, terrorist activity, national or nuclear disaster, late delivery, adverse weather conditions any act of God and / or any other event.

(iv) In no circumstances shall we be liable for any economic loss, loss of profit, loss of revenue, loss of business, loss of goodwill, loss of reputation, loss of anticipated savings arising the use of the products and services under these terms of business or otherwise in connection with these terms of business; or for any indirect, special or consequential loss or damage (howsoever arising).

(v) In all cases the absolute aggregate maximum liability of CODE under or in connection with these terms of business (howsoever arising) shall be limited to the total price paid by the customer for the specific orders related to any given complaint.

(vi) Nothing in these terms of business shall limit or exclude the liability of CODE for death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation or from any other liability, which cannot be excluded by law.