

Terms and Conditions of the Fellowship Programme of the Academy of Advanced Endodontics

The Terms apply to the sale and provision of the Programme. Please read the Terms carefully before accepting a place on the Programme and print off a copy for your records. It is your responsibility to keep a copy of the Terms in case you wish to refer to them at a later date. The Academy will not file or otherwise keep a copy of the agreement concluded between you and the Academy and a copy of the concluded agreement will not be available from the Academy at a future time and date. By signing and returning a copy of your acceptance form, you are confirming your agreement to be bound by the Terms.

If there is any conflict between these terms and conditions and the documents to which the Terms refer to, these terms and conditions shall prevail.

All of the terms and conditions below are relevant to your studies at the Academy. However, we have pulled out below some specific terms and conditions of particular importance for your information:

You are encouraged to take the time to read and review the Terms before you accept an offer from the Academy.

If there are any aspects of the Terms that you do not understand we encourage you to contact the Academy for clarification at the contact details provided in Clause 19 below.

In the event that you withdraw from the Programme your liability for the Programme Fees is outlined in Clauses 4 and 5 below.

In the unlikely event that the Academy cancels, discontinues or makes significant changes to the Programme your position is outlined in Clauses 7 and 8 below.

The limitations on the Academy's liability are outlined in Clause 11 below.

1. Definitions

- **“Academy”** means the Academy of Advanced Endodontics;

- “**Additional Charges**” means any amounts payable which are not Programme Fees and may include, but are not limited to, payment for the delivery of goods, any administration charge for switching location of the Programme which may be payable in addition to an increase in Programme Fees, amounts payable to a professional body and any import duties, taxes and customs clearances which may be payable;
- “**Confirmation Email**” means the email which is sent to you confirming your place on the Programme following compliance by you with Clause 2;
- “**Deposit**” means the sum payable by you, if applicable, in order to secure your place on the Programme;
- “**Offer**” means a conditional or unconditional offer by the Academy for a place for you to study on the Programme;
- “**Premises**” means 99 Harley Street, London, England, United Kingdom, W1G 6AQ and/or Richbell House, 5 Richbell Place, London, WC1N 3LA;
- “**Programme**” means the Fellowship Programme to be delivered by the Academy as set out on the Programme Website;
- “**Programme Email**” means the the email which is sent to you with the details of the Programme Fees;
- “**Programme Fees**” means the fees payable for the Programme but excludes any Additional Charges;
- “**Programme Materials**” means, but is not limited to, any learning materials, handouts, 3D printing models, dental and/or technical equipment supplied by the Academy which is used at any time throughout the Programme (including but not limited to digital radiography and hand held x-ray equipment, clinical microscopes, other dental equipment, EndoBiz specialist endodontic software and Dentally practice management software), revision/assessment/toolkits, review or practice exercises, mock exams (papers and suggested solutions), course companions, revision companions, combined companions, online study materials and study texts;
- “**Programme Website**” means www.endodontics.sharepoint.com;
- “**Supervisor**” means any clinical director as listed on the Website and/or any person nominated to act in such capacity on the Programme by those clinical directors (in their absolute discretion);
- “**Terms**” means these terms and conditions and any documents to which they refer to;
- “**UK**” means the United Kingdom; and
- “**Website**” means www.endoacademy.org.

2. Deposit Payment Terms

2.1. The Deposit must be paid using a credit or debit card online at the same time as submitting your application to the Programme.

2.2. The Deposit is non-refundable in all circumstances in order to cover administrative costs incurred by the Academy, except if your application is unsuccessful or if you cancel your purchase of a Programme in accordance with Clause 5.1 and 7.7.

2.3. The Deposit will be offset against the Programme Fees payable for the Programme you have applied for provided you take up your place on the Programme.

3. Confirmation Procedure

3.1. The Offer lapses if you do not comply with all the obligations set out in Clause 2 and you fail to pay the first instalment of the Programme Fees by the date stated in your Programme Email.

3.2. Your place on the Programme is subject to you satisfying the conditions set out in Clauses 3.1, 9 and 17.

4. Programme Fees Payment Terms

4.1. The Programme Fees are quoted in pounds sterling and are exclusive of Additional Charges.

4.2. By accepting your Offer and complying with the obligations set out in Clauses 2 and 3, you agree to pay each instalment of the Programme Fees by the due date as set out in the Programme Email. For the avoidance of doubt, you hereby accept and agree that, following the provision of any services to you by the Academy, you are obliged to pay all further instalments of the Programme Fees and cannot withdraw from the Programme or cancel your contract.

4.3. The provision of the Programme is contingent upon the Academy having received cleared funds from you in respect of the first instalment of the Programme Fees for the Programme. Without prejudice to the Academy's rights and remedies under these terms and conditions, if any sum payable in respect of the Programme Fees is not paid in cleared funds on or before the due date (being the date set out in the Programme Email and/or as notified to you by an invoice sent by the Academy), the Academy (acting through any of its staff) reserves the right, forthwith and at the Academy's sole discretion, to suspend the provision to you and refuse you entry to the Programme, and refuse the grant of any award, or provide any transcript in respect of the Programme. In the event a credit or debit card transaction declined by your bank, funds will not be deemed to have cleared. The Academy shall not be liable for any bank charges that may apply.

4.4. The Academy reserves the right from time to time to change the amount of the Programme Fees in line with inflation (RPI). The Academy shall notify you of any increases in the Programme Fees as soon as practicably possible.

4.5. In the unlikely event that due to a technical error, the amount of the Programme Fees included in the Programme Email is incorrect, the Academy will notify you as soon as it reasonably can. If the Programme Fees are lower than displayed in the Programme Email, then you will be refunded the difference between the lower Programme Fees and the amount which you have paid. Any refund will be made in accordance with Clause 5.5.

4.6. You do not have any right of set off in respect of Programme Fees, or the right to withhold Programme Fees. This also includes cases where you have an open complaint or appeal with the Academy.

5. Your Cancellation Rights

5.1. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (“**Consumer Contracts Regulations**”) you may cancel your purchase of a Programme within a period of 14 calendar days (“**Cancellation Period**”) from the date of your Confirmation Email subject to Clause 5.5.

5.2. You must inform the Academy of your decision to cancel by emailing joanne@endodontics.co.uk within the Cancellation Period.

5.3. Refunds will be made using the same method of payment as you used for the purchase, the Academy will not make refunds using alternative payment methods nor make refunds into an account other than the account from which the payment originated. Refunds will be paid within 14 calendar days of you informing the Academy of the cancellation. The period for refund will increase to 30 calendar days if the Academy is unable to credit a UK bank account.

5.4. Your right to cancel and obtain any refund will be lost if you have given the Academy express consent to supply any services during the Cancellation Period and any part of the service has been performed.

5.5. For further details of your rights under the Consumer Contracts Regulations you can visit your local Citizens’ Advice Bureau or visit the Competition and Markets Authority website.

5.6. Except as set out in this Clause 5 and Clause 7.7, no cancellations, deferrals or transfers will be permitted for the Programme.

5.7. Your acceptance of a place to study on the Programme is personal to you and you will not be permitted to transfer your place on a Programme or Programme Fees to any other person.

5.8. The Academy reserves the right to use its discretion to determine whether to make refunds and/or deferrals in exceptional circumstances which fall outside this Clause 5 and to charge Additional Charges in any such event to cover the administration costs incurred by the Academy. Any such Additional Charges will be communicated to you in advance.

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7. Changes to the Programme (Excluding changes under clause 8)

7.1. The Academy, in its sole and absolute discretion, reserves the right at all times to make any changes to the Programme (including, but not limited to, the content, style and/or delivery of the Programme, the Programme Materials, the clinical treatment schedule pertaining to the Academy's patients and any other teaching/assessment/clinical treatment time tables) as it deems necessary or desirable.

7.2 The Academy will endeavour to keep any changes to the Programme to a minimum and to keep you informed appropriately. However, some changes may become necessary due to financial, regulatory, or academic reasons.

7.2. Where changes to the Programme are significant, the Academy will provide you with notice of the change on the Programme Website.

7.3. Significant changes are changes which involve:

7.3.1. A decision to close or discontinue the Programme;

7.3.2. A decision to make significant changes to the method by which the Programme is taught or assessed; and

7.3.3. A major restructuring of the Programme.

7.4. The Academy might be obliged to make such changes for reasons outside its control, including but not limited to:

7.4.1. as a result of a commissioning or accrediting body;

7.4.2. to reflect changes or advancements to, the theory in an area of research, practices around the subject matter or its delivery; or

7.4.3 as a result of a delay or cancellation by any patient of their clinical appointment with the Academy and/or the unavailability of patients for treatment at the Premises for any other reason.

7.5. The Academy reserves the right to discontinue or cancel the Programme or significantly vary the Programme in the following (or other similar) circumstances:

7.5.1. those set out in Clause 7.4;

7.5.2. if there are changes to the availability of a particular physical location; or

7.5.3. if it is not commercially viable for the Academy to run the Programme.

7.6. If you have accepted an offer for a place on the Programme, you will be notified promptly of: (i) any closure; or (ii) a significant change to the Programme (on the Programme Website) which is likely to have a bearing on your place.

7.7. In the event of a discontinuation or cancellation of the Programme by the Academy prior to the provision of any services, you may cancel your contract and withdraw without any liability for Programme Fees and will be entitled to a refund in the Programme Fees paid. This will be the Academy's entire liability to you.

7.8. In the event of a discontinuation or cancellation of the Programme by the Academy after the provision of any services, any refund in the Programme Fees paid will be at the Academy's sole discretion.

8. Changes to the Programme caused by Force Majeure

8.1. In some cases, the Academy may have to make changes to your Programme for reasons outside of its control. This would include (but is not limited to) changes required as a result of: pandemics, epidemics or other local health emergencies (including Covid-19); earthquakes, fires, flood or other natural disasters or Acts of God, terrorist attack, war, riot or interruption or failure of utility service.

8.2. As a result of any of the above, the Academy may be required to make changes to your Programme that it (in its sole discretion, acting reasonably) deems necessary to ensure the safety of students, patients and staff and/or comply with government or local authority rules or guidance. Examples of the changes that may be required are (but are not limited to):

8.2.1. Removing or restricting face to face teaching or treatment of patients or assessments and replacing or supplementing with online, remote or other virtual teaching, treatments and assessments;

8.2.2. Restricting the numbers of students who can attend any location and/or the Premises at a given time;

8.2.3. Making changes to teaching/assessment/treatment time tables;

8.2.4. Restricting or cancelling access to the Premises;

8.2.5. Requiring you to comply with health and safety measures, which include, but are not limited to: wearing personal protective equipment or face coverings (where no exemption applies); complying with social distancing measures; taking part in health surveillance (such as temperature checks; engaging in routine testing and providing details for contact tracing); complying with reporting requirements (such as notifying the Academy of positive test results or suspected cases of illness); and complying with any additional hygiene requirements (such as hand washing).

8.3. The Academy will endeavour to give you as much notice of changes as is possible in the circumstances, but will not offer any discount, refund, other compensation, or be liable to you, where changes to your Programme or failure by the Academy to comply with these Terms is caused by reasons outside of its reasonable control.

9. The Academy Rules and Regulations

By accepting the Offer, you acknowledge and agree that:

9.1. the Offer of your place on the Programme is subject to the overriding condition that you will have provided to the Academy's satisfaction, in its sole discretion, evidence to show you have met the requirements, both academic, language and otherwise (including but not limited to membership of any required regulatory or validating body) as notified to you either in the Programme Email, on the Website and/or on the Programme Website, for entry onto the Programme;

9.2. you have read, signed (if applicable) and will abide by all policies, codes, rules and regulations (as amended or updated) of the Academy in existence during the Programme and these include (but are not limited to):

9.2.1 these Terms;

9.2.2 all policies which relate to working on the Premises and/or on the Academy's patients **prior to** commencing any such work;

9.2.3 all codes, rules and regulations of any other relevant organisation, professional body, institution or external regulator, if required as part of your Programme.

9.3. you will follow the clinical direction of your Supervisor at all times for the duration of the Programme.

9.4 you will follow the direction of any member of the Academy's staff at all time for the duration of the Programme.

9.5 without limiting the generality of clause 9.2, you agree to treat all fellow students, patients of the Academy, the Supervisors and the Academy's associate dentists, administrative and nursing staff with respect.

10. Warranties

10.1. The Academy will use its reasonable endeavours to deliver the Programme in accordance with the description applied to it on the Programme Website.

10.2. The Academy expects you to take reasonable care to verify that the Programme will meet your needs and any specific requirements that you have, and will not be responsible for any failure to do so.

10.3. All representations, warranties and/or terms and/or commitments not expressly set out in these Terms (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible at law.

11. Limitation of liability

11.1. The exclusions and limitations of liability contained in these Terms do not apply to a party's liability: (i) for fraud; (ii) for death or personal injury caused by its negligence; or (iii) where such limitation or exclusion cannot lawfully be excluded.

11.2. Except as set out in these Terms, the Academy shall not be responsible for losses that result from its failure to comply with these Terms including, but not limited to, losses that fall into the following categories:

11.2.1. unforeseeable losses; loss or damage is foreseeable if either it is obvious that it will happen or, it at the time the contract was made, both you and the Academy knew it might happen;

11.2.2. loss of income or revenue;

11.2.3. loss of business;

11.2.4. loss of anticipated savings; or

11.2.5. loss or corruption of data;

11.2.6. any indirect, special, punitive, exemplary, incidental or consequential damages (regardless of whether or not you have been advised of the possibility of such damages).

11.3. The Academy cannot accept responsibility for damage to or loss of property howsoever caused.

11.4. Save as to clause 11.1, the Academy's maximum aggregate liability to you for any claims that you may have against the Academy for direct loss in contract, tort or otherwise arising out of or in connection with these Terms, the Programme and any IT technical support shall be limited to 50% of the amount of the Programme Fees which have been paid, or are payable, by you.

11.5. You may use third party websites and products whilst undertaking your Programme ("**Third Party Products**"). Such Third Party Products may include, but are not limited to, Microsoft Office, CDR x-ray application, i-Dixel and other products to assist your learning in data and technology specialisms.

11.6. You may be required to agree to third party terms and conditions, and a privacy policy, in order to use such Third Party Products. In such cases, in relation to the Third Party Products:

- 11.6.1. You hereby agree and acknowledge that any provision of access or linking to Third Party Products to you via the Academy is on an "as is" and "as available" basis and that the Academy gives no warranties, guarantees, representations or endorsements in relation to any Third Party Products. The Academy will not be held responsible for any damage to your computer or loss of data that may arise from your use of the Third Party Products and the Academy recommends that, as a matter of good practice, you back up your computer periodically to minimise the risk of losing important files and data.
- 11.6.2. You may be trained in the use of Third Party Products as part of your Programme. Any such utilisation of a Third Party Product during a Programme does not constitute or imply endorsement, recommendation or affiliation with the Academy. While the Academy will use reasonable skill and care when choosing appropriate Third Party Products to be used for training purposes, the Academy is not liable for any loss or damages caused by your use of the said Third Party Products in connection with your Programme.
- 11.6.3. You hereby agree and acknowledge that these Terms do not authorise you to (and you will not) reproduce, distribute, make available, create derivative works or otherwise exploit any Third Party Products and nor will you use the Third Party Products for any purpose other than in connection with the Programme and/or in breach of their terms of use. The Academy will have no liability in such circumstances and you acknowledge that the owners of the Third Party Products may have the right to seek damages for any unauthorised use from you.
- 11.6.4. You hereby agree and acknowledge that as the Academy has no control or input into the Third Party Products, the Academy is not responsible for any loss or damage incurred as a result of your using the Third Party Products.
- 11.6.5. Use of the Third Party Products may result in your personal data being transferred by you directly to third parties. The Academy will not be liable for any losses arising from a third party's treatment of any of your data in such circumstances.
- 11.6.6. Any liability in such cases will be between you and the provider of the Third Party Product, as governed by their terms of use.
- 11.7. The Academy will not be held responsible for any delay or failure to comply with its obligations under these Terms if the delay or failure arises from any cause which is beyond the Academy's reasonable control (including those listed in these Terms). This condition does not affect your statutory rights.

11.8. The Academy requires that you seek to resolve any complaints informally in the first instance. You are required to exhaust the Academy's complaints procedure before seeking to bring any legal action against the Academy.

11.9. Each provision in this Clause 11 shall be construed separately as between you and the Academy. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification as may be necessary to make it valid and effective.

12. Disclaimer

The Academy will not accept any responsibility to any party for the use by you of the Programme Materials, including but not limited to the giving of advice by you to any of the Academy's patients or any third party.

13. Intellectual Property

13.1. At all times, the Academy or its licensors remains the owner of the intellectual property in the Programme and in any Programme Materials that may be provided to you in the course of the delivery of the Programme (including but not limited to any content provided electronically). Neither the Programme nor any Programme Materials, nor any part of them, may be reproduced, shared, stored in a retrieval system, published or transmitted in any form or any means without the prior written permission of the Academy.

13.2. In consideration of receipt by the Academy of the Programme Fees, the Academy grants to you a non-exclusive, non-transferable licence to use the Programme Materials for the sole purpose of studying for the Programme.

13.3. Save as expressly set out in these Terms, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any of the Programme Materials. Use of the Programme Materials not expressly permitted in the Terms is strictly prohibited and will constitute an infringement of either the Academy's copyright or the Academy's other intellectual property rights, and/or the copyright or other intellectual property rights of the Academy's licensors.

13.4. All intellectual property rights created by you during your Programme of study with the Academy and relating to your studies (including but not limited to assessments and projects completed by you) will be jointly owned by you and the Academy from creation.

14. Premises and/or Equipment

14.1. You shall at all times use the Premises and/or any equipment contained therein in a proper manner and hereby assume full responsibility for your acts and conduct once admitted to the Premises.

14.2. You shall at all times for the duration of the Programme follow the direction of the Academy's staff when using any equipment on the Premises.

14.3. If the Premises or any portion of the buildings or any equipment contained therein shall be damaged by your wilful act, default, or negligence, you will pay the Academy on demand such sum as shall be necessary to restore the Premises or equipment contained therein to its condition immediately prior to such damage. You will indemnify the Academy for any such damage caused.

15. Confidentiality

15.1. Subject to Clause 15.3, information regarding your attendance and performance on the Programme will be kept confidential by the Academy, unless you agree otherwise or you take steps to waive its confidential nature, save for information required to be disclosed by law, to a relevant regulatory body or professional body for the Programme.

15.2. If you request a reference from the Academy, you agree to waive your right to confidentiality for the purposes of providing the reference and for the Academy to process your personal data for that purpose and disclose it to the third party.

15.3. You hereby grant the Academy the right to use your attendance on the Programme in its marketing materials or other oral, electronic or written promotions.

16. Data Protection

You agree that the Academy may process your personal data in order to perform its obligations and enforce its rights under this agreement and in accordance with the Data Protection Act 2018.

17.

Professional

Indemnity

You shall at all times during the Programme be a member of a recognised defence body for dental surgeons or hold equivalent insurance and will produce evidence of current membership or insurance to the Academy on request by the Academy. You agree to promptly notify your defence body or insurers of any potential claim and to use your best endeavours to assist them in the defence of any such claim.

17. General

18.1. The Academy reserves the right to charge a 5% late payment fee on any sums that are due and payable by you. You must pay the Academy the late payment fee together with the overdue amount.

18.2. The Academy reserves the right to recover any reasonable debt collection costs in connection with these Terms.

18.3. The Academy may update or amend the Terms from time to time to comply with law or to meet its changing business requirements without notice to you. In addition, your Programme may require you to sign additional written terms and conditions which will apply to your place on the Programme, in addition to the Terms.

18.4. Subject to Clause 18.3, the Terms supersede any other terms and conditions previously published by the Academy and any other representations or statements made by the Academy to you, whether oral, written or otherwise.

18.5. You may not assign or sub-contract any of your rights or obligations under these Terms to any third party unless the Academy agrees in writing.

18.6. The Academy may assign, transfer or sub-contract any of its rights or obligations under the Terms to any third party at its discretion and without further notice to you.

18.7. No relaxation or delay by the Academy in exercising any right or remedy under these Terms shall operate as waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed by the Academy in writing.

18.8. If any provision of these Terms is held to be invalid or unenforceable, then that provision will (so far as it is invalid or unenforceable) be given no effect and will be deemed not to be included in these Terms, but without invalidating any of the remaining provisions of these Terms.

18.9. Any notices required to be served by the Academy under these Terms will be deemed properly served if sent via prepaid postage to the postal address, or emailed to the email address, notified by you to the Academy, at the Academy's discretion.

18.10. Any notices required to be served on the Academy by you will be deemed properly served if sent to 99 Harley Street, London, England, United Kingdom, W1G 6AQ or joanne@endodontics.co.uk.

18.11. A notice delivered personally is deemed to be given on the day on which it was left at the specified address in Clause 18.10.

18.12. A notice sent by post is deemed to be given on the day it was posted as evidenced by you. A notice sent by email is deemed to be given on the day it was sent.

18.13. The agreement between you and the Academy will be conducted and concluded in English only.

18.14. The agreement between you and the Academy which is contained in these Terms is not intended to be for the benefit of any third party and shall not be exercised by any other person under the Contract (Rights of Third Parties) Act 1999 or otherwise.

18.15. The Terms, and any other matters arising out of or in relation to the Terms, are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with the Terms.

19. Contact Details

Telephone: +44 (0) 207 224 1999

Email: joanne@endodontics.co.uk

Post: 99 Harley Street, London, England, United Kingdom, W1G 6AQ