Policy on the provision of consultancy services

January 2017

This document concerns the consultancy services provided by the BDA’s Advisory Services department and accessible by members within the Extra and Expert tiers of membership. It provides guidance on the services offered, to whom they are available and when they are available. This policy does not confer any rights upon members of the BDA and consultancy services are provided at the absolute discretion of the BDA in line with the terms of this policy and the Association’s Terms and Conditions of Membership, Membership Definitions and associated documents, which can be found at www.bda.org/tsandcs

Interpretation

“Association” the British Dental Association and any references to “we” and “us” and “our” shall be construed accordingly

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“BDA practice management consultant” a member of staff from the BDA’s Advisory Services team with knowledge and expertise in the subject matter for which consultancy services are sought

“consultancy services” the paid consultancy services as described in this policy and accessible by members within the Extra and Expert tiers of membership

“dental body corporate” a body corporate carrying on the business of dentistry in line with section 43 of the Dentists Act 1984

“member” a member of the British Dental Association and any references to “members” and “membership” shall be construed accordingly

Members to whom consultancy services are available

1. Access to paid consultancy services is reserved for members with Extra or Expert tier membership, and may be offered subject to the terms of the remainder of this policy.

2. We will not provide consultancy services to any person who is not a member with Extra or Expert tier membership at the time consultancy services are sought.

3. We will not provide consultancy services on behalf of a dental body corporate or individual members seeking consultancy services on behalf of a dental body corporate.

4. In relation to access to and the provision of consultancy services we will not discriminate on the grounds of colour, race, nationality, ethnic or national origin, disability, sex, marital or civil partnership status, sexual orientation, age, religion or belief.
Description of services

5. Consultancy services include:

• a BDA practice management consultant conducting a single employment disciplinary or disciplinary appeal hearing, in relation to a non-dentist general practice employee, including carrying out any necessary disciplinary investigations and making a recommendation; or
• a BDA practice management consultant conducting a single employment grievance or grievance appeal hearing, in relation to a non-dentist general practice employee, including carrying out any necessary investigations relating to the grievance and making a recommendation; or
• a BDA practice management consultant working with a member, at their practice, to compile a staff handbook
• Other bespoke consultancy services that may be agreed between the BDA and a member

Terms and conditions for the provision of consultancy services

6. Any offer to provide paid consultancy services to members within the Extra or Expert tiers of membership is made at our absolute discretion and we will not offer to provide consultancy services unless the following conditions are satisfied:

• we have sufficient staff capacity to provide the service at the time it is requested
• the member requests consultancy services at a sufficiently early stage for us to be able to reasonably provide the service
• the member has complied with all reasonable requests we have made
• we have been provided with all relevant and necessary information in a timely manner including:

  • for employment consultancy services relating to staff grievance hearings: a copy of the grievance letter; copies of all evidence requested; copies of all relevant correspondence; a copy of any contract of employment; and copies of other relevant documentation
  • for employment consultancy services relating to staff disciplinary hearings: copies of all evidence; copies of all relevant correspondence; a copy of any contract of employment; and copies of other relevant documentation
  • for all consultancy services: all other information, correspondence and documentation requested by us.

7. Consultancy services will be provided on a working day agreed in advance between the member and the BDA practice management consultant appointed to provide the service.

8. Consultancy services are offered subject to the Association’s Terms and Conditions of Membership, Membership Definitions and associated documents, which can be found at www.bda.org/tsandcs

Restrictions on consultancy services

9. We reserve the right to nominate which BDA practice management consultant will provide the consultancy services requested. Due to current Regulatory restrictions, we regret that we are unable to appoint advisers with legal qualifications who are registered with a legal professional body to provide paid consultancy services.

10. In the unlikely event that the BDA considers it necessary to substitute the BDA practice management consultant initially appointed to provide consultancy services with another BDA practice management consultant, the BDA shall do so at its absolute discretion and shall notify the member at the earliest possible opportunity.
11. In the event of the unforeseen absence of the BDA practice management consultant initially appointed to provide consultancy services, and where the BDA has used reasonable endeavours to appoint an alternative BDA practice management consultant to provide the consultancy service but has been unable to do so, we reserve the right to either rearrange the date on which services are to be provided by agreement with the member requesting the service, or to terminate the agreement for provision of the consultancy service.

12. We reserve the right to refuse or to withdraw an offer to provide consultancy services in the event that we perceive there is or may be a conflict of interests in relation to another member (regardless of whether that member is a member with Extra or Expert tier membership).

13. Consultancy services may be withdrawn immediately if:
   - the member ceases to be a member of the BDA or a member of the Extra or Expert tiers of membership for whatever reason;
   - the member fails to comply with any reasonable request we make;
   - the member fails to provide any information or documentation requested within the timeframes requested

**Fees and costs for consultancy services**

14. A fee of £750 plus VAT and any staff expenses is payable by a member to whom we agree to provide an individual disciplinary, grievance or staff handbook consultancy service.

15. In the case of any bespoke consultancy services, a fee will be agreed between the BDA and the member requesting the service, based on a daily rate of £750 plus VAT and any staff expenses.

16. We will endeavour to seek the member’s prior approval before we incur any staff expenses.

**Member responsibilities and limitations**

17. We will not be held liable for any loss or detriment suffered, directly or indirectly, if a member does not provide us with all necessary and relevant information, and in a timely manner.

18. We will not be held liable for any loss or detriment suffered, directly or indirectly, if a member does not follow our advice or recommendations.

19. The BDA offers no warranty or guarantee of any kind that employment consultancy services will prevent a successful claim being made by a member of staff or will ensure a successful claim against a member of staff.

**Data protection**

20. Any information we obtain in the course of providing advice and/or representation will be processed in accordance with the Data Protection Act 1998.

**Complaints**

21. Any member who is not entirely satisfied with our advice is encouraged to contact us. A copy of our complaints policy is available on the BDA website: www.bda.org/complaints.