



## Policy on the provision of advice to non-salaried members

2024

This document concerns the advice provided by the BDA to non-salaried members with Extra or Expert tier 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 advice is 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](http://www.bda.org/tsandcs).

This policy complies with the *Code of Practice for the provision of regulated claims management services by trade unions*, developed by the Department for Constitutional Affairs.

### Interpretation

"advice"	the services we provide in accordance with this policy and any reference to "adviser" shall be construed accordingly
"associate"	a dentist in private practice and/or the NHS, whether a contractor and/or performer, who is engaged by a practice owner to provide his or services from the practice, usually under a licence fee arrangement
"association"	the British Dental Association and any references to "we" and "us" and "our" shall be construed accordingly
"BDA"	the British Dental Association and any references to "we" and "us" and "our" shall be construed accordingly
"consultancy"	the services we provide in accordance with the Association's policy for the provision of consultancy services to members
"dental body corporate"	a body corporate carrying on the business of dentistry in line with section 43 of the Dentists Act 1984
"head office"	the BDA's office at 64 Wimpole Street, London, W1G 8YS
"mediation"	the services we provide in accordance with the Association's policy for the provision of mediation services to members
"member"	a member of the British Dental Association in any membership tier or grade and any references to "members" and "membership" shall be construed accordingly
"practice owner"	an individual, partnership or dental body corporate which owns a dental practice

“representation”	the services we provide in accordance with the Association’s policy for the provision of representation services to members
“specialist advice”	any external advice that we consider it appropriate and necessary to seek in order for us to provide advice and/or representation
“specialist representation”	the services of a person or persons with appropriate qualifications and experience instructed by us to provide any services we consider necessary

#### Members to whom advice is available

1. We will provide access to published advice, guidance and information to all members of the Association via the BDA website.
2. We will provide personal, tailored advice to members with Extra or Expert tier membership, subject to the remainder of this policy.
3. We will not provide personal, tailored advice to Extra or Expert members in relation to matters which pre-date their current membership of the Association. A matter will be deemed to pre-date current membership if the person was not a member of the Association (at any tier) at the time the issue they are seeking advice on was first brought to their attention. Whether a matter pre-dates current membership shall be determined by the Association at its absolute discretion.
4. We may provide personal, tailored advice to Essential members who have applied for Extra or Expert tier membership but whose application has not yet been processed, approved or completed, subject to clause 3.
5. We will not provide personal, tailored advice to a member seeking advice on behalf of a dental body corporate. Whether a member is seeking advice on behalf of a dental body corporate shall be determined by the Association at its absolute discretion.
6. If a dispute involves two or more members with Extra or Expert tier membership, we will provide honest and impartial advice to the member that approaches us regarding their rights and obligations and, where appropriate, our view on the likelihood of success in any claim. If any other party to the dispute with Extra or Expert tier membership seeks our advice we will provide honest and impartial advice on their rights and obligations and, where appropriate, our view on the likelihood of success in any claim for that party. Wherever possible, in cases involving two or more members, all advice will remain confidential and will not be disclosed to the other member(s) without their prior agreement. We will encourage all members seeking advice to act reasonably and to reach agreement.
7. In cases involving two or more members (whether or not they are all in the Extra or Expert tiers membership) we reserve the right to refuse to advise (or to advise further) in the dispute and/or to refuse to pursue a matter on behalf of any member if we perceive there is or may be a conflict of interests.

8. In cases where we consider there is a conflict of interests between two members, subject to the agreement of all members concerned, we may review the situation in the round and give all members concerned our views on the situation with a view to helping the members reach agreement. In these cases, we will use reasonable endeavours to ensure our views are impartial, fair and based on sound, legal principles.
9. The Association may, in exceptional circumstances and at its absolute discretion, agree to pursue a case brought by one member against another.
10. Members may apply for any dispute to be resolved using BDA mediation services, subject to the Association's policy on the provision of mediation services to members, which can be found under the '*Expert*' *membership* section of the Association's Membership Definitions at [www.bda.org/definitions](http://www.bda.org/definitions) Mediation is our preferred means for resolving disputes between members in the event that the parties have been unable to resolve the dispute informally.
11. As an exception to clause 3, individuals seeking to resolve a dispute by mediation, who are not members of the BDA at the time of the dispute arising, are able to join the BDA on any membership tier to use the mediation service. This is subject to the agreement and absolute condition that the use of membership in this situation is for use of the mediation service only.
12. Where a member of practice staff (who is not eligible to be a member of the BDA) has been authorised to contact us on behalf of a member with Extra or Expert tier membership, advice may be refused unless we have confirmation of the member's authority. Authorised persons is limited to 3 persons maximum.
13. Authorised persons may not be dentists.
14. We do not permit the sharing of membership. Advice will be refused unless the advice sought by a member (or by a member of practice staff authorised to seek advice on behalf of a member) relates directly to that member.
15. In relation to access to and the provision of advice 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 advice services

16. We advise members with Extra or Expert tier membership on a wide range of issues including:
  - Employment, self-employment and staffing issues;
  - General practice management issues;
  - National Health Service matters;
  - Business affairs;
  - Health and safety and associated matters;
  - Pensions and insurance issues;
  - Compliance and healthcare regulation;
  - International matters; and
  - Educational matters

17. Full details of the extensive range of advice topics covered under each of those headings are outlined in the Association's Membership Definitions document, which can be found at: [www.bda.org/definitions](http://www.bda.org/definitions)
18. Advice is provided by trained and experienced advisers with a sound knowledge and understanding of the subject matter in their area of expertise. Not all advisers are qualified lawyers.
19. In some circumstances, we may advise members to seek independent legal advice.
20. BDA Advice includes advice provided by telephone and in writing. Members can also book appointments to speak to advisors (on the website) and the information on the website and in BDJIP articles.

#### Restrictions on advice services

21. BDA Advice does not include representation, mediation or consultancy services. The terms for access to those services are set out in the Association's policies for the provision of representation, mediation and consultancy services, which can be found at: [www.bda.org/definitions](http://www.bda.org/definitions)
22. Members within the Expert tier of membership have access to an extensive range of carefully developed models and policies, which we recommend for use in practice. As such, advice services do not include the provision of models and policies, or the review of models and policies developed by members.
23. Advice does not include attendance by advisers at external meetings, although discretion may be exercised in exceptional cases, subject to payment of staff expenses by the member.
24. Members of the Association have access to a wide range of specialist insurance and financial services at preferential rates, through BDA Plus. Further information can be found at [www.bda.org/bdaplus](http://www.bda.org/bdaplus) or at [www.lloydwhytedental.com](http://www.lloydwhytedental.com). Advice provided by the Association does not include financial or investment advice and we cannot make recommendations about financial or insurance products or schemes. Neither the Association nor its advisers are registered with the Financial Services Authority.
25. We do not provide specific advice on, or draft or review documents relating to legal transactions, including: dental practice sales and purchases; property sales, purchases and leases; applications for planning permission; partnership and expense sharing agreements; and company law matters including incorporation. Where appropriate we will provide general written comments based on our knowledge and experience of the law relating to general dental practice, and we publish written advice on associated matters, tailored to dental practice. Related models and policies are also available within BDA Expert for members with Expert tier membership.
26. Advice does not include advice on clinical practice or assistance with hearings relating to clinical practice or clinical standards including NHS, HS and GDC hearings.
27. Advice does not include advice or assistance in relation to cases referred to or falling within the remit of the General Dental Council, including: criminal, professional conduct, health or clinical performance matters.

28. We will not represent members in legal proceedings (other than those referred to in the Association's policy for the provision of representation services to members) or attend court hearings.

#### External advice and representation

29. External advice and representation is subject to the Policy on the provision of representation services to non-salaried members
30. Members are advised to check whether they have practice legal expenses cover and, if so, to contact its legal helpline. Such policies may cover any award of compensation made against a member as well as legal expenses. It is essential to contact the policy provider at an early stage.
31. In some cases, we may deem it necessary to seek specialist advice or to engage specialist representation. We will seek specialist advice and/or engage specialist representation at our absolute discretion, subject to paragraph 28 below.
32. Members are required to pay any costs we reasonably incur for specialist advice and/or specialist representation. We will endeavour to indicate the approximate cost of specialist advice or specialist representation at the time the member's approval is sought. We may make a contribution towards the cost of specialist advice or specialist representation at our absolute discretion.

#### Member responsibilities

33. We will ask any member seeking advice for all necessary and relevant information regarding the issue upon which advice is sought before we provide advice. 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.
34. We will not be held liable for any loss or detriment suffered, directly or indirectly, if a member does not follow our advice.

#### Data protection

35. 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

36. Any member who is not entirely satisfied with our advice or with our decision not to provide personal, tailored advice is encouraged to contact us. A copy of our complaints procedure is available online.