



Policy on the provision of support for salaried members

October 2026

This document sets out the conditions of support provided by the BDA for salaried members working in the Salaried Primary Dental Care Services (SPDC), dental academia, dental public health, armed forces and certain other employment situations. It provides guidance on the services offered, to whom they are available and the conditions of use of those services.

This policy does not confer any rights upon members of the BDA. The BDA is a member funded organisation, and services available to members are ultimately determined by members through the BDA's elected governance structures. All forms of support (including advice; representation; the provision of specialist legal advice; specialist representation or other specialist support) are provided at the absolute discretion of the BDA.

This policy complies with the [Code of Practice for the provision of regulated claims management services by trade unions](#) (HM Treasury, November 2018).

Interpretation

"advice"	the services we provide as part of member "support" in accordance with paragraph 10 of this policy and any reference to "adviser" shall be construed accordingly
"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
"ERO"	BDA Employment Relations Officer
"member"	a member of the British Dental Association and any references to "members" and "membership" shall be construed accordingly
"representation"	the services we provide as part of member support in accordance with paragraph 10 of this policy
"specialist legal advice"	any advice that we consider appropriate and necessary to seek in order for us to provide advice and/or representation
"specialist representation"	qualified legal advocacy secured in accordance with paragraphs 19 and 20 of this policy

“support”

the provision of any advice, assistance, representation or activity on behalf of a member of the BDA

General

Support for BDA salaried members is provided by the BDA’s Employment Relations Team.

Persons to whom support is available

1. All members of the BDA working in SPDCS, dental academia, dental public health, prison dentistry and the armed forces.
2. We will not provide support to 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 the time the issue they are seeking support on was first brought to their attention. Whether a matter pre-dates current membership shall be determined by the Association at its absolute discretion
3. If a dispute involves two or more members, we will advise the member of their rights and obligations. If the other party to the dispute who is also a member of the BDA seeks our advice we will advise them on their rights and obligations. Where necessary, a different ERO will support each member. Wherever possible, in cases involving two or more members, our advice will remain confidential and will not be disclosed to the other member(s) or the ERO involved in their support. We will encourage all members seeking our support to act reasonably and seek to reach agreement.
4. We encourage members to make use of mediation services provided by their employers in resolving disputes.
5. 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.
6. Advice is available on matters relating to employment in the United Kingdom, the Isle of Man and the Channel Islands.

Other considerations

7. The following considerations may also affect our decision on whether to offer support and advice:
 - a. Whether the nature of the case is such that the best interests of the wider membership dictate that the case should not be pursued by the Association.
 - b. Whether the nature of the case is such that it is not a good use of BDA member funds and resources.
8. Where decisions are taken not to offer advice and support on such grounds, they will be at the Association’s absolute discretion, but a full explanation will be provided.

Description of services

9. We support members on many aspects of their employment, including but not restricted to:

- employment law
- contractual disputes
- equality, diversity and discrimination issues
- redundancy
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- ill health (consequences on employment and return to work)
- pay or grading disputes
- grievances brought by a member (subject to prior assessment of the case, including the potential for informal resolution)
- grievances brought against a member
- disciplinary action
- unfair dismissal.

Support can include:

- advice over the telephone, in writing and the information contained in BDA advice publications
- contact and negotiation with employers on behalf of members
- support at meetings with management, including interviews or investigations
- representation at hearings or appeals.

10. We do not provide the following services to members:

- career advice
- support for managers in the delivery of their management role
- clinical negligence claims
- clinical indemnity services (other than where a member has a BDA Indemnity policy)
- financial planning
- settling personal disputes that are not related to member's terms and conditions of employment.

Conditions of support

11. Support for members by the ERO team is dependent upon cooperation from the member and agreement to follow our advice or recommendations.

12. Members are free to disagree with the assessment of their circumstances as determined by the BDA and to pursue their interests without BDA support. In any event, failure to follow the advice of the ERO team may result in support being withdrawn. In particular members must not:

- I. withhold relevant information from the BDA relating to their request for support;
- II. secure advice or representation from a source other than the BDA;
- III. represent any position to their employer that is contrary to the advice of the BDA;
- IV. in any respect, promote a course of action that is contrary to the advice of the BDA;

- V. act unreasonably, aggressively or abusively toward members of BDA staff in the course of their delivery of support or other BDA services
13. Where the BDA believes a member is not cooperating with or following the advice or recommendations of the ERO team, we will set out our concerns in writing to the member, requesting an explanation and reminding the member of these terms. If we remain unsatisfied with a member's adherence to these terms we will consider the withdrawal of BDA support.

Specialist legal advice

14. In the course of supporting members, it may be necessary to assess the prospects for taking, or defending against, legal action. Where we consider this necessary, we will provide a written assessment of the merits of the case.
15. In the first instance, the BDA ERO Team will provide that assessment based upon their experience and knowledge of the relevant terms and conditions of the member's salaried employment and the personal circumstances of the member.
16. Where we consider it necessary, the BDA may seek specialist legal advice in order to inform our support for members.
17. We will normally not pursue legal action at an employment tribunal where we or our specialist legal advisers determine there is a less than 50 per cent prospect for success.

Specialist representation

18. Where following legal advice a decision is taken to take legal action, the BDA will fund the costs of providing any specialist legal advocates deemed necessary by the ERO Team to pursue a member's position.
19. The BDA will not fund any legal costs incurred by members that have not been expressly agreed with BDA beforehand.
20. Where a settlement offer is received, the BDA will advise the member on its merits, balanced against the risks of continuing with the claim. Subject to the circumstances of the case, the BDA may formally recommend acceptance of a settlement offer. In which case, rejection by the member of the settlement offer may result in the withdrawal of continued support and specialist representation.

Liability

21. Members are responsible for sending us all relevant documentation to enable us to provide advice and support.
22. 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.
23. We will not be held liable for any loss or detriment suffered, directly or indirectly, if a member does not follow our advice.

24. We will not be held liable for any loss or detriment suffered, directly or indirectly, if a member's claim or defence of a claim or any aspect of the claim is unsuccessful.
26. We will not be held liable for any costs incurred by a member who secures advice elsewhere.

Data protection

27. Any information we obtain in the course of providing advice and/or representation will be processed in accordance with the General Data Protection Regulations (GDPR)
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Complaints

28. We are committed to providing our members with a high-quality service. Therefore, if there is a problem, we would like you to tell us. If you are dissatisfied with the service you have received, please contact the person dealing directly with your enquiry as soon as the matter arises. If you are unsure who to direct your complaint to, call our general number: [020 7935 0875](tel:02079350875).
29. If you are unhappy with the response you have received, you can speak to that individual's line manager. Or you can write to us via post or email:

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