University of Bristol Dental School - Terms and Conditions

These terms and conditions ("Terms") apply to your attendance at Appointments at the University of Bristol's Dental School (the "Bristol Dental School") and the procedures and consultations that we carry out at those Appointments, together with the provision of any associated goods to you (the "Dental Services").

1. Who we are and how to contact us

1.1. Who we are – Bristol Dental School is operated by University of Bristol, which has its registered address at Beacon House, Queens Road, Bristol, BS8 1QU. References to “we”, “us” or “our” in these terms are to the University of Bristol, and references to “you” or “your” are references to you as the patient (the “Patient”).

1.2. How to contact us – You can contact us by phone on [NUMBER] or by email at student-treatments@bristol.ac.uk .

1.3. How we may contact you – If we have to contact you, we will do so by phone or by writing to you at the email address or postal address you provided to us on signing up to be a patient of the Bristol Dental School.

2. Our contract with you

2.1. These Terms will apply to all Appointments that you book with us, and to all Dental Services that we provide at or in connection with those Appointments. Please read these Terms carefully. If you do not agree to these Terms, you should not make any Appointments with us.

2.2. These Terms tell you who we are, how we will provide the Dental Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2.3. You must tell us by contacting us on the details provided in paragraph 1.2 if any information you provide becomes out of date or is no longer correct. This includes, for example, your contact details.

3. Appointments and Dental Services

3.1. As a Patient, you may receive any or all of the Dental Services available at the Bristol Dental School. More information on the Dental Services is available at www.bristol.ac.uk/dental.

3.2. Appointments can be scheduled by:

3.2.1. telephone; or

3.2.2. in person at Bristol Dental School,

(in each case, an “Appointment”). All Appointments are subject to availability, and to Bristol Dental School’s processes for triaging and booking Appointments. We are under no obligation to accept any request for an Appointment. Until Bristol Dental School has confirmed an Appointment (which may be confirmed verbally, by email or SMS), there is no binding agreement between us and you in respect of that Appointment and we will have no obligation to provide any Dental Services to you.

3.3. When you have booked an Appointment, we will supply the Dental Services in accordance with these Terms. We will deliver the Dental Services with reasonable skill and care, and in accordance with all applicable laws and regulations, including health and safety law. However, whilst we will deliver the Dental Services with reasonable skill and care, medical outcomes cannot be guaranteed. You can find more information about the Dental Services on our website www.bristol.ac.uk/dental.

3.4. We are not responsible for meeting your general healthcare needs. For any of your healthcare needs other than those forming the Dental Services we are specifically providing to you, please speak to your GP.
3.5. We hold and will maintain all necessary licenses, consents and permissions as required to enable us to provide the Dental Services.

3.6. The Dental Services are provided in accordance with medical practices and standards that are applicable in the United Kingdom.

3.7. Depending on the nature of the Service being provided, we may need explicit consent from you in order to provide that Service. If you fail to provide the necessary consent, you may not be able to attend certain Appointments or be provided with certain Dental Services (and we may cancel those Appointments and Dental Services, discharging you from our care).

3.8. We will make every effort to provide the Dental Services in a timely manner and in accordance with any scheduled Appointments, subject to and in the context of our student timetables. Please be advised that any course of treatment provided to you as a Patient of Bristol Dental School is likely to take longer than equivalent services provided by other dental practices, due to the nature of the School as an educational practice. The expected timescale for your Dental Services (and number of required Appointments) will be explained to you when your course of treatment is confirmed. However, circumstances outside of our control may cause unavoidable delays and the cancellation or re-scheduling of Appointments - for example staff shortages, a delay in delivery of materials from a supplier, or other events beyond our reasonable control. In those circumstances, we will make reasonable efforts to limit the effect of those events and will keep you informed of the situation, and will deliver the Dental Services as scheduled as soon as possible after the issue(s) have been resolved.

3.9. When making an Appointment, or during your visit to Bristol Dental School, you may be required to provide certain personal information and to complete a Pre-Medical Questionnaire. You must ensure that all information you provide to us is complete and accurate. This information will be used by us and our Practitioners in the performance of our Dental Services. If you fail to give us or our Practitioners complete or correct information this may affect the advice provided to you during your Appointment. You cannot hold us responsible for problems with the Dental Services that were caused by the information you give to us being incorrect. If you fail to provide us with information that we need for the Dental Services, we may be unable to provide them to you and we may cancel any Appointment that you may have booked by that point in time, or discharge you from our care if appropriate.

3.10. We will ask you for emergency contact details before providing you with Dental Services. You must provide us with emergency contact details on request so that we can deliver the Dental Services to you. Without emergency contact details, we may not be able to provide the Dental Services.

3.11. When you register as a Patient with Bristol Dental School, you are required to agree to the Patient Charter. The Patient Charter sets out our expectations of patients who are eligible for receipt of Dental Services.

3.12. The Dental Services are offered by Bristol Dental School as an independent service provider. We are not affiliated with nor licenced to provide services on behalf of the NHS.

4. Service costs

4.1. Unless you are advised to the contrary before you commence treatment, the Dental Services are provided to you free of charge.

5. Access and eligibility

5.1. To register as a Patient to receive Dental Services, you must be at least 16 years old and you must have the capacity under the Mental Capacity Act 2005 to accept and agree to these Terms. Children under the age of 16 can be registered as a Patient by their parent or a person with parental responsibility.
5.2. If a Patient is:

5.2.1. under 16 years of age we are not permitted to provide Dental Services to that Patient unless they are accompanied at the Bristol Dental School premises by a parent or person with parental responsibility ("Responsible Adult"). The Responsible Adult:

5.2.1.1. must give their express consent for the Patient receiving the Dental Services; and

5.2.1.2. will be required to produce valid photo identification (e.g. passport or driving licence) before Dental Services can be delivered to the Patient.

5.2.2. between 16-18 years of age, and has capacity under the Mental Capacity Act 2005 to accept and agree to these Terms, the Patient must provide informed consent to their own treatment. We would discuss the required Dental Services with the Patient and, subject to the Patient’s express consent, may need to discuss any major or hazardous elective surgery with their Responsible Adult. If a person is considered to lack capacity under the Mental Capacity Act 2005, a suitable family member, friend or an independent mental capacity advocate must accept and agree to these terms.

5.3. To allow us to provide the Dental Services to you in a way that protects the interests and safety of all our patients, as well as our Practitioners, we may need to carry out checks to verify your identity. This may include asking you to show a photo ID on attending Bristol Dental School.

5.4. We reserve the right to refuse access to Bristol Dental School at our sole discretion at any time, even if you have previously successfully registered, visited Bristol Dental School or used any Dental Services.

5.5. You must treat our staff, Practitioners and other patients with respect. The use of physical violence, discrimination or abuse of any kind will not be tolerated. If you cause nuisance or disturbance at Bristol Dental School premises, you may be refused access to Bristol Dental School and we may cancel any Appointment(s) that you have booked.

6. Our Practitioners

6.1. The Dental Services will be delivered by a combination of dental undergraduate or postgraduate students studying at the University of Bristol and experienced dental care professionals (together, "Practitioners"). The treatment carried out as part of the Dental Services will be supervised and overseen by a qualified member of staff. Further information on dental treatment by undergraduate students is available at www.bristol.ac.uk/dental.

6.2. Except for Undergraduate students (who are not registered until graduation as a matter of course), all Practitioners involved in delivery of the Dental Services at Bristol Dental School are registered with the General Dental Council, and are required to operate within their Scope of Practice for your safety. Dental Undergraduate students are taught to meet the General Dental Council’s Learning Outcomes for their specific subject area, and treatment provided by Undergraduate students is supervised by a registered Practitioner. The Practitioner delivering your Dental Services will outline treatment options available to you and information about your proposed dental treatment.

7. Your privacy and personal information

7.1. Your privacy and personal information are important to us. Under data protection legislation, we are required to provide you with certain information including who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our privacy policy. It is important that you read that information.
8. Changes to the Dental Services and these Terms of Use

8.1. We may need to change these Terms from time to time to reflect changes in laws, regulations and codes of practice, to deal with additional elements of the Dental Services introduced by us, or for other reasons.

8.2. We will aim to give you at least 30 days’ notice of any significant change by sending you an email at the email address you provide to us, with details of the change. Alternatively, we may notify you of any change when you next make an Appointment.

8.3. Each time you book an Appointment, it is your responsibility to review the current form of these Terms which we make available to you, because those terms will apply to the Appointment that you book. If you attend a booked Appointment after we have notified you of a change to these Terms, that will be treated as your confirmation of acceptance of that change in Terms.

9. Limitation on our liability

9.1. If you breach these Terms in a way that causes us to suffer or incur any loss, you may be responsible for those losses.

9.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees or subcontractors, or for fraud or fraudulent misrepresentation. We also do not limit our liability for breach of your legal rights in relation to the Dental Services, including your right to receive Dental Services which are: as described and match information which we provided to you; of satisfactory quality; fit for any particular purpose made known to us; and supplied with reasonable skill and care. Nothing in the Contract affects your statutory rights as a consumer including for the legal rights under the Consumer Rights Act 2015.

9.3. Please look after your belongings carefully when visiting Bristol Dental School. We are not responsible for the loss of or damage to any valuables, cash or other items belonging to you or any persons accompanying you while you are visiting Bristol Dental School.

10. Warranties and guarantees

10.1. Bristol Dental School does not offer warranties or guarantees, but may consider Patient requests to repeat treatments e.g. fractured crown or filling, on a case-by-case basis.

11. Cancellation of Appointments

11.1. Any cancellation or rescheduling of Appointments is subject to our Patient access and failure to attend Policy, and as updated from time to time. If a Patient fails to attend or fails to give sufficient notice (less than 24 hours' notice) to cancel on more than 2 occasions in a 12-month period, they will be denied the ability to book any further Appointments and will be required to find an alternative dental provider.

11.2. If we recommend that you undergo certain tests or procedures before, or as a part of, attending an Appointment, we are under no obligation to provide further Dental Services until those tests or procedures have taken place. You will be told whether any such tests or procedures are required. If you decide that you do not want to proceed with those tests or procedures, you acknowledge that you will not be permitted to continue to use the Dental Services (and any Appointment that you have booked which required those tests or procedures will be cancelled).

11.3. You may end this agreement for any reason at any time by notifying us, and we may end this agreement for any reason at any time by notifying you. The cancellation or termination of the agreement under this clause 11.3 will not affect Appointments that have already been booked and confirmed. Both these Terms and our Cancellation Policy will continue to apply in respect of such Appointments.
11.4. Cancellation or termination of the agreement for any reason will not affect either party's outstanding rights or duties under these Terms.

12. Complaints

12.1. We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the Dental Services we provide or any other aspect of your relationship with us, please contact us as soon as possible using the contact details set out in clause 1.2 above. If you feel that the complaint has not been handled appropriately you may want to apply for an Independent Review by the Parliamentary and Health Service Ombudsman. Further information as to how you can raise a complaint can be found within our Complaints and Concerns.

13. Other important terms

13.1. Neither you or we are permitted to transfer any of your or our rights and obligations under these Terms to another person. The agreement is between you and us. No other person shall have any rights to enforce any of its terms.

13.2. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

13.3. Even if you or we delay in enforcing these Terms, you or we can still enforce it later.

13.4. The laws of England and Wales apply to these Terms. We hope that any complaints will be resolved in accordance with the complaints procedure described above. However, any disputes which are not resolved through that complaints procedure will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.