

## **The Dental Laboratories Association (DLA)**

### **Terms and Conditions of Membership (note these T&C's are in addition to the Association's constitution and articles of association)**

These terms and conditions form the basis of the contract through which the Dental Laboratories Association (DLA, we or us) will deliver a service to you as a DLA member (you). On becoming a member of DLA you are automatically agreeing to these terms and conditions and you are providing us with the appropriate consent to handle your personal information in accordance with the Data Protection Act.

The DLA is registered office is 44-46 Wollaton Road, Beeston, Nottingham. NG9 2NR

The DLA is the pre-eminent trade association for commercial dental laboratory owners in the UK. Individual dental laboratories gain membership of the DLA through proof of MHRA registration and compliance with the requirements of the Dentistry Act in terms of service and manufacturing delivery of the custom made dental appliances in the UK.

### **Membership Contract**

When you submit your application to us, with details of your application, you are making an offer to subscribe to the DLA which, if accepted by us, will result in your application being processed with the DLA Executive Board

At the point of renewal of your membership, your renewal payment is confirmation of the continued acceptance of the membership details you submitted unless you have contacted the DLA office in writing confirming any changes to your status. You may not transfer any of your rights and obligations under these terms and conditions to another person.

#### *Written Application*

For written applications; the contract between us will be formed when we send your welcome pack. This will be sent out when all of your documents have been received and assessed, and membership is confirmed by the DLA Executive Board.

#### **Right To Refuse An Application**

We reserve the right not to fulfil, or to cancel, your application if we are unable to obtain payment authorisation from the issuer of your card or from your bank in the case of direct debit payments. If you have been convicted of a criminal offence which is not yet spent, or have a prosecution pending, this must be declared.

A declaration must also be made of insolvency or undischarged bankruptcy. Please note: this information will be treated in the strictest confidence and will only be taken into account if relevant. Spent convictions under the Rehabilitation of Offenders Act need not be disclosed.

If you are accepted into membership, but it subsequently turns out that any or all of the information provided by you was misleading or false, we reserve the right to revoke the membership with immediate effect, without the right of appeal.

### **Magazine Delivery**

We will deliver all magazines to the address you notify to us when you have made a successful application to become a member of DLA. You agree that we will not be responsible for failure to deliver the magazines if you have supplied us with an incorrect address or have failed to notify us of an address change. We reserve the right to dispose of incorrectly addressed envelopes and their contents without an obligation to refund your membership fee if they are returned to us.

### **Delay in Delivery or Non-Delivery of Magazine and Information from the DLA Office**

We will not be liable to you for any delay in delivery or non-delivery of magazines or other additional DLA correspondence in the following circumstances:

Where the issuer of your payment card refuses to authorise payment for your DLA Membership to us.

Where such delay or failure is due to circumstances beyond our control (see Force Majeure below).

#### *Force Majeure*

Neither party shall be liable to the other for any delay or non-performance of its obligations by reason of matters beyond its control including, but not limited to, any act of terrorism, war, riot, civil commotion, compliance with any law or government order, fire, flood or storm, strikes, or any other industrial dispute, delay in transit, power failure, postal delay, or any event that cannot be reasonably be planned for or avoided.

In which case, we will deliver as soon as is reasonably possible.

### **Membership Cancellations & Refunds**

Your DLA Membership is a rolling agreement which will automatically renew upon the 1<sup>st</sup> January each year. You will receive a renewal notice in advance of the membership renewal period. Any payment arrangements that have been made by Direct Debit will automatically continue, unless you notify your bank/building society that you wish to cancel it.

If you wish to cancel or change your membership, you must inform us of your intention to make changes or cancel a minimum of ten working days prior to the anniversary of your application. This notice should be provided directly to us, in writing by letter or e mail.

No refunds will be provided unless the notice requirements are complied with.

Once renewal of your membership has occurred, it will still be possible to cancel your membership, but we are not obliged to offer a refund, if notice has not been given.

### **Credit Card Payments**

If you are not using your own credit/debit card to pay for the membership subscription, you must ask the permission of the credit/debit card holder before entering the payment details.

When you offer to subscribe to DLA by post or verbally, you are confirming that you have obtained the express prior permission of the credit/debit card holder.

### **Direct Debit**

Payment by direct debit is the simplest and the most convenient way to pay your DLA subscription. .

If you have an annual direct debit agreement then payment is automatic through your bank or building society, beginning on the payment date shown on your renewal notice.

If you are just setting up your first direct debit, then first annual payment, or first payment, will be taken from your account on fifteenth day of the month.

### **Liability**

Our liability to you will not extend to any membership related benefits, goods or services provided by an external provider. We specifically exclude liability for any loss or damage suffered by you as a result of your involvement in whatever manner with an external provider.

Our liability to you in the event of magazines being lost in dispatch shall, at our discretion, be limited to replacement of the missing issues.

Every effort is made to ensure the accuracy of Dental Lab Journal (DLJ), and any other journals; however, neither we nor the authors can accept liability for errors and omissions within the magazines.

These Terms and Conditions do not and shall not affect your statutory rights as a consumer.

### **Information Services**

Diligence and care should be taken when using the information provided. All services are subject to copyright law. We use our best endeavours to ensure all information provided by us is as up to date as possible.

However, you should not rely on the information provided as the sole basis for making business, legal or other decisions. You should seek appropriate independent advice before making any such decisions.

The content of all DLA publications are the opinion of the author.

### **Data Protection and use of personal data**

The DLA is the Data Controller and Data Processor of any personal data you supply. The personal data you supply will be used to process your membership subscription. As a member of DLA your data will be used for marketing, statistical and analytical purposes and to administer your membership.

You will receive membership communications and from time to time we will let you know about promotions. If you provide us with your e-mail address, fax or SMS number, then we may send information which may be of interest.

If you wish to obtain a copy of your personal data held by us, then please write to the address below. Please note that you may be charged a fee of £50 for this service. You may also be asked to provide proof of your identity and for information that might help to locate the data you are seeking.

If you believe that any of the information we hold concerning you is incorrect or out of date, please provide us with the accurate information sent in writing to DLA, 44 – 46 Wollaton Road, Beeston, Nottingham. NG9 2NR

### **Variation**

We may change these terms and conditions at any time without prior written notice. The most recent edition of these terms and conditions will be binding upon you and listed on the website.

Members may exit the contract without penalty if they do not wish to accept any new variation.

### **Entire Agreement**

These terms and conditions override any contrary terms or conditions published by us in relation to any membership subscription between you and us.

### **DLA Brand**

Use of our logo (including but not exclusively the British Bite Mark, IDEA and DLA Trade Award logo's) by you is not permitted unless you are an approved member, affiliate member or partner of the DLA, and we have granted you express permission.

### **Queries, Comments or Complaints**

If you have any queries, comments or complaints about your subscription please contact our customer services team:

Telephone: 0115 9575 371 (lines are open Mon-Fri 9am-4pm) (excluding public holidays and Christmas holiday)

Email: [info@dla.org.uk](mailto:info@dla.org.uk)

Fax: 0115 9254 800

Post: Dental Laboratories Association, 44 – 46 Wollaton Road, Beeston, Nottingham. NG9 2NR

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