



## STANDARD TERMS AND CONDITIONS FOR PRACTICES

**PLEASE READ CAREFULLY BEFORE CONTINUING:**

**THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU (THE "CLIENT") AND CURE DENTAL AGENCY LIMITED A COMPANY INCORPORATED IN ENGLAND AND WALES (COMPANY NUMBER 14091194) WHOSE REGISTERED OFFICE IS AT 16 HOLE HOUSE FOLD, ROMILEY, STOCKPORT, CHESHIRE, SK6 4BB ("CURE DENTAL AGENCY") (TOGETHER THE "PARTIES" AND EACH A "PARTY").**

**BY TICKING THE "I ACCEPT THE TERMS AND CONDITIONS" BOX THE CLIENT AGREES TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND THE CLIENT AND THE CLIENT'S EMPLOYEES. THE TERMS OF THIS AGREEMENT INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSE 5.**

The Client should print a copy of this Agreement for future reference. A copy will be attached to each booking confirmation.

### BACKGROUND

- CURE Dental Agency is a dental staffing agency recruiting skilled locum dental staff for short-term or long-term cover working in general private and NHS dental practices.
- CURE Dental Agency has an obligation to provide a locum staff to attend and carry out the requested duties on the date required and between the times specified.
- The 'authorised person' on behalf of the 'client' has booked the services of CURE dental agency on the date of this agreement via the online booking form and made a request for locum staff to attend the clients practice on the date and between the times specified.
- All locum staff provided are self-employed and are responsible for their own invoices, taxes and insurances.
- Only when a shift has been accepted by a locum will an 'acceptance' email be sent by 'the agency' to the 'client' confirming the shift request has been accepted and within this email will be the name and particulars of the locum along with their documentation which includes but is not limited to ; Insurances, GDC, DBS, right to work, ID and personal details.

### IT IS AGREED THAT:

- (A) CURE Dental Agency is in the business of providing an online portal which acts as a marketplace enabling individual Users who are willing to be contracted on a short term/ part time basis to be matched against other Users' requirements to source suitable staff to meet short term and/or temporary staffing requirements.
- (B) the Client hereby engages CURE Dental Agency to provide the Services.
- (C) CURE Dental Agency is an intermediary that enables dental practices (Client's) and Locums to identify one another through use of the Online Platform and mobile app.
- (D) this Agreement shall apply to all Services CURE Dental Agency provides to the Client and shall prevail over any contrary or inconsistent terms which may be contained in any of the

Client's standard terms of business; the Client's use of the web platform or mobile app constitutes the Client's acceptance of all terms and conditions in this Agreement.

- (E) this Agreement governs the relationship between CURE Dental Agency and the Client for the provision of facilitation services through the Online Platform and/or Mobile Application. The Client acknowledges and agrees that it has a separate contract with each Locum that it engages and that, accordingly, CURE Dental Agency does not accept any responsibility or liability for the acts or omissions of any of the Locums that the Client sources via the Online Platform and/or Mobile Application.

## 1 DEFINITIONS AND INTERPRETATION

1.1 The following words and expressions have the following meaning unless inconsistent with the context.

|                                   |   |
|-----------------------------------|---|
| <b>“Agent” or “Agency”</b>        | means CURE Dental Agency.   |
| <b>“Client”</b>                   | means the booking dentist or dental practice.   |
| <b>“Agreement”</b>                | means this agreement and any schedules or appendices attached hereto, including the booking request confirmation.   |
| <b>“Confidential Information”</b> | means any information disclosed by either party to the other party under this Agreement, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, documents, Personal Information, software, facilities, equipment and operating plans).                    |
| <b>“Corruption”</b>               | means bribery, extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement, trading in influence, money-laundering, or any similar activity in relation to the Project;   |
| <b>“GDPR”</b>                     | means ‘The General Data Protection Regulation’, which is a Regulation in EU law on data protection and privacy in the EU and the European Economic Area. The GDPR is an important component of EU privacy law and of human rights law, in particular Article 8 of the Charter of Fundamental Rights of the European Union |
| <b>“Payment Request”</b>          | means request for payment in the form of an invoice for the ‘agency fee’ and/or costs   |
| <b>“Cancellation”</b>             | means the cancellation of the ‘booking request’ or ‘shift’.   |
| <b>“Authorised Person”</b>        | means the person authorised to make the request on behalf of the “client”.  |
| <b>“Shift”</b>                    | means the date that the locum is requested to attend the practice to carry out the required duties.   |

|                               |   |
|-------------------------------|---|
| <b>“Booking request date”</b> | means the date that the locum staff is required to attend the practice.   |
| <b>“Practice”</b>             | means the dental practice and place of work whereby the shift will take place.  |
| <b>“Start Time”</b>           | means the start time of the ‘shift’.  |
| <b>“End Time”</b>             | means the end time of the ‘shift’.  |
| <b>“Poaching”</b>             | means the act of actively approaching a locum staff who is working on behalf of the agency and offering them a position which circumvents the need to use the agency.   |
| <b>“Agency Fee”</b>           | means the monetary amount payable by the client to the agency.  |
| <b>“Hourly Rate”</b>          | means the hourly monetary value charged by the locum staff.   |
| <b>“Services”</b>             | the Services offered by CURE Dental Agency.   |
| <b>“Bookings”</b>             | means the ‘shift’ requested for cover.  |
| <b>“Locum”</b>                | the individual who is engaged directly by the Client to fill a vacancy or cover a short-term staffing requirement having been sourced through the Online Platform.  |
| <b>“Acceptance”</b>           | means the acceptance of the booking request by a locum on behalf of the agency.   |
| <b>“GDC”</b>                  | means General Dental Council, the organisation which regulates dental professionals in the United Kingdom.  |
| <b>“DBS”</b>                  | means Disclosure and Barring Service. A Government service which helps employers make safer recruitment decisions.  |
| <b>“ID”</b>                   | means a person's proof of personal identification.  |
| <b>“Losses”</b>               | all direct losses, liabilities, damages, costs, expenses (excluding any consequential loss, economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands; |

|                          |  |
|--------------------------|--|
| <b>“Force Majure”</b>    | any cause preventing a party from performing any or all of its obligations arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party so affected including, without limitation, strikes, lockouts or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm; |
| <b>“Online Platform”</b> | CURE Dental Agency’s on-line electronic requirement request system (accessed via the URL <a href="http://www.curedental.agency">www.curedental.agency</a> ) or through its mobile application  |
| <b>“Users”</b>           | persons, corporate bodies and other entities making use of the functionality of the Online Platform, and being either clients looking to source suitable staff to meet short term and/or temporary staffing requirements or individual Locums looking for short term/ part time work;  |

## 2 THE SERVICES

- 2.1 The Agency acts solely as an introductory and facilitation service and is not a party to any contract between the Client and the Locum.
- 2.2 If a cancellation or amendment is made within 24 hours of the original scheduled start time an automatic charge of the full hours as set out in the relevant Confirmation of Agreement at the Payment Rate will be made.
- 2.3 Any extension to a Locum's hours is a matter for agreement between the Client and the Locum. If such an extension of hours is agreed, then the Client will be charged for at the Payment Rate for the additional hours worked by the Locum. The Client must confirm any additional hours worked by the Locum by updating the Online Platform and/or Mobile Application within 24 hours of the end of the relevant Placement.
- 2.4 The Client may terminate the Placement if the Client reasonably considers that the services of the Locum are unsatisfactory or unsuitable within two hours of the Placement being commenced and the Client provides to CURE Dental Agency within 24 hours of the Locum's Placement being terminated confirmation in writing of the unsuitability of the Locum together with the reasons. The Client, if reasonable, may reduce or cancel the Remuneration for the time worked by the Locum.
- 2.5 CURE Dental Agency may in its sole discretion develop and provide updates to the Online Platform and/or Mobile Application including modifications to the Online Platform's functionality and shall not be liable to the Client for any Losses arising out of such updates or modifications. Furthermore, CURE Dental Agency may suspend or revoke the Client's access to the Online Platform and/or Mobile Application in the event that the Client breaches any term of this Agreement or CURE Dental Agency has reasonable grounds to believe that the Client's actions may cause loss or damage to CURE Dental Agency or otherwise adversely affect its business.
- 2.6 The Client will at all times provide up-to-date contact details, including a telephone number, to CURE Dental Agency via the Online Platform.

- 2.7 Bookings are only valid when booked via the online booking request form or the mobile app.
- 2.8 We require at least 24 hours' notice for bookings. We will try our best to fill the request however we cannot guarantee this with short notice.
- 2.9 A booking is only accepted when email confirmation is sent to the 'authorised person' confirming that the request has been accepted.
- 2.10 Accepted shifts can be altered by 'the client' up to 24 hours before the requested start time. This includes but is not limited to times and location and is subject to approval by 'the agency'.
- 2.11 Any unreasonable requests will be rejected and be classed as a cancellation request and subject to relevant cancellation fees as set out in clause 3.3.
- 2.12 Accepted shifts can be reallocated to another appropriate locum by 'the agency' up to and including the requested start time of the shift request.
- 2.13 CURE Dental Agency will provide services to introduce the Client to Locums and to facilitate the provision of services by the Locums through the use of the Online Platform and/or Mobile Application

### 3 CHARGES AND PAYMENT TERMS

#### 3.1 Payment Obligations

3.1.1 The Client agrees that they will pay;

- a) The payment rate (see below rate table)
- b) Any other amounts due to the Locum
- c) Our Service Fee; and
- d) Any additional agreed charges

| TYPE                      | RATE (Monday – Friday) | RATE (Saturday/Sunday) |
|---------------------------|------------------------|------------------------|
| DENTAL NURSE              | £18.00                 | £20.00                 |
| DENTAL NURSE (SPECIALIST) | £20.00                 | £22.00                 |
| HYGIENIST                 | £38.00                 | £42.00                 |
| THERAPIST                 | £40.00                 | £44.00                 |
| CURE FEE                  | 22%                    | 32%                    |

#### 3.2 Agency Fees

The 'Agency' fee is 22% of the total locum shift amount (30% for weekend shifts).

*Example A: an 8-hour shift on a Wednesday for a dental nurse at £18 per hour (locum rate) is £144 (paid directly to the nurse) and our fee would therefore be £31.68 (22% of £144). Total amount payable is £175.68.*

*Example B: a 4-hour shift on a Saturday for a Hygienist at £42 per hour (locum rate) is £168 (paid directly to the nurse) and our fee would therefore be £53.76 (32% of £168). Total amount payable is £221.76.*

#### 3.3 Invoicing

- 3.3.1 The Agency will issue invoices on or after completion of the shift.
- 3.3.2 All invoices are payable within 7 calendar days of the invoice date.
- 3.3.3 Payment must be made via bank transfer (BACS) or via card using the secure payment link provided.
- 3.3.4 All payments are non-refundable except as required by law.
- 3.3.5 Time for payment shall be of the essence.

### **3.4 Locum Payments**

- 3.4.1 Locums operate on a self-employed basis and will issue their own invoices.
- 3.4.2 Locum invoices must be paid within 7 calendar days of the shift.
- 3.4.3 The Client acknowledges that Locum payments are time-sensitive and must be prioritised.
- 3.4.4 Failure to pay a Locum within this timeframe shall constitute a material breach of this Agreement.

### **3.5 Late Payment & Interest**

- 3.5.1 Any overdue invoice shall accrue interest daily at a rate of 8% per annum above the Bank of England base rate, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 3.5.2 The Agency reserves the right to charge statutory compensation on overdue invoices.
- 3.5.3 Interest shall accrue from the due date until full payment is received.

### **3.6 Recovery Costs**

- 3.6.1 The Client shall be liable for all costs incurred in recovering overdue payments, including but not limited to:
  - 3.6.1.1 Legal fees
  - 3.6.1.2 Debt collection agency costs
  - 3.6.1.3 Administrative and internal recovery costs

### **3.7 Escalation & Enforcement**

If the Client fails to pay any amount due under Clause 3:

- 3.7.1 The Agency may immediately suspend access to its platform and/or services;
- 3.7.2 Cancel or withdraw any confirmed or future bookings;
- 3.7.3 Refuse to provide further services;
- 3.7.4 Pursue formal debt recovery action without further notice.

### **3.8 Right to Withhold Services**

The Agency reserves the right to immediately suspend services where any invoice remains unpaid beyond its due date.

### **3.9 Advance Payments / Credit Control**

The Agency reserves the right to:

- 3.9.1 Require full or partial payment in advance;

- 3.9.2 Require a deposit prior to confirming bookings;
- 3.9.3 Place Clients on restricted or prepayment-only terms.
- 3.9.4 Such measures may be applied where there is a history of late or non-payment.

### **3.10 Priority Of Payment**

The Client acknowledges that Locums are self-employed individuals who rely on timely payment.

The Client agrees that:

- 3.10.1 Locum payments shall take priority over all other payments;
- 3.10.2 Failure to pay Locums on time may result in immediate suspension of services;
- 3.10.3 The Agency reserves the right to intervene and pursue recovery on behalf of the Locum.

### **3.11 Poaching of agency staff**

3.11.1 The Client acknowledges that the Agency invests significant time and resources in recruiting, onboarding, vetting, and supplying Locums, including (but not limited to) compliance checks, insurance verification, advertising, and marketing.

3.11.2 Any attempt by the Client, or any person acting on its behalf, to directly or indirectly engage, employ, or offer work to a Locum introduced by the Agency, outside of the Agency, shall be deemed poaching.

3.11.3 In such circumstances, the Agency reserves the right to recover costs associated with recruitment, onboarding, and loss of future revenue.

3.11.4 This restriction applies for a period of 90 calendar days following the Locum's last shift booked through the Agency.

3.11.5 A Locum shall be deemed to be acting on behalf of the Agency if they have accepted shifts within the previous 90 days or have future confirmed bookings through the Agency.

3.11.6 Nothing in this clause prevents a Locum from independently applying for an advertised role with the Client.

## **4 ONLINE PLATFORM**

4.1.1 CURE Dental Agency will:

4.1.2 Make the Online Platform and/or Mobile Application available to the Client and each Locum (subject to contract);

4.1.3 In co-operation with each Client, set up the necessary arrangements to enable the Client and/or the Locum to track and update the status of each Requirement and/or placement.

4.1.4 Use the information captured via the Online Platform and/or Mobile Application to generate an invoice to the Client in respect of all Requirements/Placements.

4.2 The data entered onto the Online Platform and/or Mobile Application will be stored by CURE Dental Agency on secure servers and continually amended and updated by the Client and/or the

Locums. The data will be made available to the Client via website access. CURE Dental Agency reserves the right to amend programs, information, and facilities from time to time.

4.3 The Client shall keep secure and confidential any user identification, password, and any other confidential information for the secure use of the Online Platform and/or Mobile Application.

4.4 The Client agrees not to sell, reproduce, distribute, modify, display, prepare derivative works based on, repost, or otherwise use any content from the Online Platform and/or Mobile Application for any public or commercial use without CURE Dental Agency's consent in writing.

4.5 If any person designated by the Client as an authorised user of the Online Platform and/or Mobile Application has their employment or engagement with the Client terminated then the Client shall immediately remove that person's access rights to the Online Platform and/or Mobile Application

## **5 ACKNOWLEDGMENTS AND LIABILITY**

5.1 The Client acknowledges that CURE Dental Agency acts solely as an intermediary providing an online platform and is not a party to any contract between the Client and any Locum. The Agency shall have no liability whatsoever arising from or in connection with any agreement between the Client and the Locum. The Agency shall have no responsibility for the performance or quality of services provided by the Locum.

5.2 The Client will ensure at the commencement of each Placement that the identity of the Locum who presents themselves for the Placement is consistent with the identity documents of the Locum on the Online Platform and/or Mobile Application who was booked for the Placement.

### **5.3 Employment Status and Control**

Nothing in this Agreement shall render the Locum an employee, worker, or agent of the Agency. The Client shall be solely responsible for the supervision, direction, and control of the Locum and for ensuring compliance with all applicable laws and regulations during any Placement.

5.4 Subject to Clause 5.6 and 5.7, CURE Dental Agency shall not be liable for any Losses or delay arising from the negligent, wrongful, dishonest, or fraudulent acts or omissions or misrepresentations of any Locum. All Locums are engaged under the supervision, direction or control of the Client and the Client will be responsible for all acts, errors and omissions of the Locum, whether wilful, negligent or otherwise and shall ensure the Locum's compliance with all applicable laws, legal requirements, statutes, bylaws and codes of practice.

5.5 The Client warrants that in performing its obligations under this Agreement and any Agreement with the Locum the Client shall always comply with all applicable laws, statutes, regulations and codes from time to time in force, including those relating to the maximum hours in the Working Time Regulations 1998.

5.6 The total liability of CURE Dental Agency to the Client, whether in contract, tort (including negligence), or otherwise, shall not exceed the total Service Fees paid by the Client in the 12 months preceding the event giving rise to the claim.

5.7 Nothing in this Agreement shall operate to exclude or limit CURE Dental Agency's liability for:

5.7.1 death or personal injury caused by CURE Dental Agency's negligence;

5.7.2 its own fraudulent acts or omissions; or

5.7.3 any other liability which cannot by law be excluded.

5.8 CURE Dental Agency shall not be liable for any Losses arising from the Client's use of, or inability to use, the Online Platform and/or Mobile Application, including (without limitation) any delays, disruptions, errors, bugs, or system failures.

5.9 CURE Dental Agency shall not be liable for any indirect, consequential, or economic loss, including (without limitation) loss of profit, revenue, business, goodwill, or anticipated savings.

5.10 The Client acknowledges that CURE Dental Agency's ability to fulfil its obligations under this Agreement may depend upon the Client meeting its obligations.

Accordingly, where performance is delayed due to the Client, the Agency shall be entitled to an extension of time equivalent to the period of delay and shall not be liable for any resulting act, omission, or default.

5.11 The Agency makes no warranty as to the suitability, competence, performance, or availability of any Locum.

5.12 CURE Dental Agency welcomes and encourages persons of all backgrounds to use the Online Platform and/or Mobile Application irrespective of age, race, gender, colour, nationality, sexual orientation, religion, pregnancy or maternity, marital or civil partner status or disability and the Client agrees that it will not discriminate and shall ensure that its staff do not discriminate against any Locum on any such grounds.

5.13 The Client will ensure that the working environment at any of its premises in or at which a Locum is engaged shall comply with all applicable health and safety laws and regulations and shall ensure that any Requirement mentions any special health and safety matters which the Locum should be aware of. The Client will ensure that the Locum has access to the same collective facilities and amenities that the Client's other staff have access to. In the event of a Placement lasting twelve weeks or more, or back to back Placements cumulatively lasting twelve weeks or more, where there has been no more than six weeks' break, except for reasons of sickness, annual leave, jury service or general strike, the Client shall ensure that the Locum enjoys the same terms and conditions as other comparable staff including in relation to basic pay (including holiday pay, overtime, bonuses, commission), working time, night work, rest breaks and annual leave.

5.14 In the event of a Placement lasting twelve weeks or more, or back to back Placements cumulatively lasting twelve weeks or more, where there has been no more than six weeks' break, except for reasons of sickness, annual leave, jury service or general strike, the Client shall notify CURE Dental Agency that the Locum has become entitled to the same pay as other comparable staff and inform CURE Dental Agency of the terms of that pay. The Client shall indemnify and keep indemnified CURE Dental Agency against all losses, claims, damages, liabilities, and expenses (including legal costs) arising from or in connection with:

5.14.1 any losses, claims, or liabilities arising from any breach of this Agreement by the Client;

5.14.2 any losses, claims, or liabilities arising out of or relating to any personal injury claims or employment-related claims made by a Locum, including (but not limited to) unfair dismissal, discrimination, whistleblowing, a claim under the Agency Locums Regulations 2010, or any other claims concerning the termination of the Locum's engagement or the Client's failure to comply with its payment obligations;

5.14.3 any losses, claims, or liabilities arising from a failure by the Client to comply with pension auto-enrolment obligations;

5.14.4 any claims arising from or in connection with the engagement of the Locum by the Client; and

5.14.5 any failure by the Client to comply with its legal or regulatory obligations in connection with the Placement.

## **6 CONFIDENTIALITY**

6.1 All information given by either party (the "**Disclosing Party**") to the other (the "**Recipient**") or otherwise obtained by the Recipient relating to the Disclosing Party's business or operations or of any person, firm, company or organisation associated with the Disclosing Party (except for information which is in or enters the public domain other than by breach of this **Clause 6**) shall be treated by the Recipient as confidential and not used other than for the benefit of the Disclosing Party, nor disclosed to third parties without the Disclosing Party's prior written consent except to the extent required by law or for the purposes of performing its obligations or enforcing its rights under this Agreement.

## **7 INTELLECTUAL PROPERTY**

7.1 CURE Dental Agency acknowledges and agrees that all data relating to Requirements and Placements shall as between CURE Dental Agency and the Client belong to the Client.

7.2 The Client acknowledges that it will not at any time have any intellectual property rights in the Online Platform, any reports generated via the Online Platform and/or Mobile Application or any other software or systems implemented or utilised by CURE Dental Agency.

## **8 INSURANCE**

8.1 The Client confirms that it has in place adequate insurance to insure against all risks to third parties arising out of any acts, omissions or defaults of the Locum during any Placement and to indemnify CURE Dental Agency against all claims, costs and damages arising out of the Placement. Such insurance shall include (but not be limited to) employer's liability and public liability insurance.

## **9 DATA PROTECTION**

9.1 Each party warrants to the other that, in relation to this Agreement, it shall comply strictly with all requirements of the Data Protection Laws.

## **10 TERMINATION**

10.1 This Agreement will become effective once the Client clicks "**Request Shift**" and shall remain in effect for the duration of the Client's use of the Online Platform and/or Mobile Application.

The Client shall in any event be deemed to have accepted the terms of this Agreement by virtue of using the Services.

- 10.2 The Client shall be deemed to consent to receiving records and notices electronically from CURE Dental Agency from time to time such consent remaining in force until it has expressly been withdrawn by the Client. If the Client withdraws its consent to receiving such records and notices this shall have the effect of revoking the Client's access to the Online Platform and/or Mobile Application and the Services.
- 10.3 We require at least 24 hours' notice to cancel an upcoming shift request.
- 10.4 Cancellation requests are to be made via email to [info@curedental.agency](mailto:info@curedental.agency) so that there is a trail of the request.
- 10.5 There will be a cancellation fee payable which is the equivalent of the booking fee (clause 3.2) should bookings be cancelled with less than 24 hours' notice.
- 10.6 No fee will be due for any shift requests cancelled by 'the agency'.

## 11 GENERAL

11.1 This Agreement (including any Confirmation of Agreement(s) which may be agreed between the parties) constitutes the entire agreement between the parties and supersedes all previous agreements, trade custom, practice or course of dealing and arrangements (if any) whether written, oral or implied between CURE Dental Agency and the Client relating to the Services and all such agreements still effective at the date of this Agreement (if any) shall be deemed to have been terminated by mutual consent with effect from the Commencement Date but without prejudice to any rights which have arisen prior to such termination and so that nothing in this Clause 11 shall operate to exclude or limit the liability of any party in respect of fraud.

11.2 The Client acknowledges that, in entering this Agreement, it has not relied on any representations by CURE Dental Agency made before the Commencement Date (or where any such representation relates to a Confirmation of Agreement which is agreed after the Commencement Date, that it has not relied upon any representations by CURE Dental Agency made before the date of the relevant Confirmation of Agreement) other than those expressly set out in this Agreement.

11.3 This Agreement is personal to the Client and it shall not be entitled to assign or sub-contract its obligations or rights under this Agreement to any third party without the prior written consent of CURE Dental Agency. CURE Dental Agency shall however be entitled to assign this Agreement to any member of CURE Dental Agency's Group and, upon such Placement, without prejudice to the assignor's rights in respect of matters arising prior to such Placement, all references to CURE Dental Agency shall be deemed to refer to the assignee.

11.4 CURE Dental Agency may amend this Agreement from time to time. Amendments will be effective upon CURE Dental Agency's posting of such updated terms at this location. The Client's continued use of the Online Platform and/or Mobile Application and/or the Services after such posting constitutes Client's consent to be bound by the terms, as amended. This Agreement shall be governed by and construed in all respects in accordance with English law.

11.5 Save as set out in clause 3.8, none of the provisions of this Agreement is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees of CURE Dental Agency who shall be entitled to enforce the provisions of this Agreement as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded

**end.**

CONFIDENTIAL