

Alevian Health Ltd

Practice Participation Agreement

Version 2026.03

1. Parties and Purpose

This Practice Participation Agreement (“Agreement”) is entered into between:

Alevian Health Ltd, a company incorporated in England and Wales (“Platform”), and

The dental practice completing onboarding and accepting these terms (“Practice”).

This Agreement governs the Practice’s participation in the Alevian emergency access platform, including DAN, OUCH, and any associated systems and services (together, the “Platform”).

2. Definitions

For the purposes of this Agreement:

“**Booking Fee**” means the fixed sum of £30 paid by a Patient to the Platform at the time of booking an appointment through the Platform.

“**Referral**” means any emergency appointment or booking made through the Platform and accepted by the Practice.

“**Patient**” means a person referred to the Practice via the Platform.

“**Treatment Card**” means the digital case record within DAN relating to a Referral.

“**Clinical Fees**” means all fees charged by the Practice to the Patient for consultation, examination, treatment, procedures, prescriptions, follow-up, or related services.

“**Practice User**” means any clinician, employee, contractor, receptionist, or representative accessing the Platform on behalf of the Practice.

2.1 Platform Role: The Platform acts solely as a technology and referral service facilitating connections between Patients and Practices.

The Platform does not provide healthcare services, does not employ clinicians, and does not control or supervise clinical decision-making.

3. Commercial Model and Booking Fee

3.1 At the time of booking through the Platform, the Patient pays the £30 Booking Fee to the Platform.

3.2 The Booking Fee is economically borne by the Practice and represents the Practice's contribution to the cost of the Platform.

3.3 The Practice must deduct the full £30 Booking Fee from the Patient's total Clinical Fees arising from that Referral.

3.4 The Patient must not pay more for treatment than they would have paid had they booked directly with the Practice for the same services.

3.5 The Practice must not:

- charge any additional platform, referral, access, or administrative fee in connection with a Referral;
- represent the Booking Fee as an additional or non-deductible charge;
- refuse to apply the £30 deduction where treatment is provided;
- mislead Patients about the pricing structure of the Platform.

3.6 Where a Patient:

- fails to attend,
- cancels late,
- declines treatment,
- or receives consultation without proceeding,

the Booking Fee remains payable to the Platform and is not refundable by the Practice.

3.7 The Platform does not refund Booking Fees for no-shows, cancellations, dissatisfaction with treatment, or disputes relating to Clinical Fees, except where required by law or in the case of demonstrable Platform technical failure.

3.8 No Guarantee of Referrals

The Platform does not guarantee any minimum number of Referrals, patient volume, revenue, or utilisation.

Referrals are dependent on patient demand, geography, availability, and other operational factors.

3.9 Referral Allocation

The Platform retains full discretion over how Referrals are distributed between Practices, including routing logic, prioritisation, and availability settings.

The Practice has no entitlement to receive any specific Referral.

3.10 Platform Fees

The Platform may vary the Booking Fee or commercial model at its discretion, upon reasonable notice to the Practice.

3.11 Non-Circumvention

The Practice must not take steps to deliberately avoid the Booking Fee or bypass the Platform in relation to Patients introduced through the Platform.

4. Treatment Card and Reporting Obligations

4.1 The Practice must update the Treatment Card within **24 hours** of:

- Patient attendance,
- non-attendance,
- cancellation,
- completion of treatment.

4.2 The Treatment Card must include:

- attendance outcome (attended / no-show / cancelled),

- procedural summary of treatment performed (high-level description only),
- total Clinical Fees charged to the Patient,
- confirmation that the £30 deduction was applied (where applicable),
- case status (completed / follow-up required).

4.3 The Treatment Card is an operational reporting requirement and does not replace the Practice's clinical records.

4.4 Failure to maintain accurate or timely Treatment Card updates, or repeated failure to apply the £30 deduction, constitutes material breach of this Agreement.

4.5 Audit Rights

The Platform may request reasonable evidence to verify compliance with this Agreement, including confirmation of fees charged and deductions applied.

4.6 Variation of Terms

The Platform may update this Agreement from time to time. Continued use of the Platform after such updates constitutes acceptance of the revised terms.

5. Clinical Responsibility and Patient Disputes

5.1 The Practice is solely responsible for:

- all diagnosis,
- clinical decision-making,
- prescribing,
- treatment provided,
- follow-up care,
- clinical record keeping,
- regulatory compliance.

5.2 The Platform does not provide clinical services and does not supervise or control clinicians at the Practice.

5.3 All complaints, negligence claims, refund requests relating to treatment, fee disputes, regulatory investigations, or allegations of harm arising from clinical care remain strictly between the Practice and the Patient.

5.4 The Practice must not represent to Patients or regulators that the Platform is responsible for clinical outcomes.

5.5 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, agreements, or understandings.

6. Insurance and Indemnity

6.1 The Practice shall indemnify and hold harmless the Platform, its directors, officers, employees, and agents against any claim, action, investigation, fine, loss, liability, cost, or damage arising from:

- clinical treatment provided by the Practice,
- acts or omissions of Practice Users,
- failure to apply the £30 deduction,
- inaccurate Treatment Card reporting,
- billing disputes with Patients,
- breach of data protection obligations,
- breach of regulatory or professional standards.

6.2 The Practice must maintain valid and adequate:

- professional indemnity insurance,
- public liability insurance,

and provide evidence upon reasonable request.

6.3 To the maximum extent permitted by law, the Platform shall not be liable for:

- clinical outcomes,

- Patient dissatisfaction,
- Practice pricing decisions,
- negligence or misconduct of Practice Users.

6.4 Nothing in this Agreement excludes liability for fraud or for death or personal injury caused by negligence where prohibited by law.

6.5 Force Majeure

Neither party shall be liable for failure or delay caused by events beyond reasonable control, including system outages, network failures, or third-party service disruptions.

7. Data Protection

7.1 Each party acts as an independent data controller in respect of Patient data received through the Platform.

7.2 The Practice must:

- process Patient data lawfully and transparently,
- comply with UK GDPR and the Data Protection Act 2018,
- implement appropriate technical and organisational security measures,
- notify the Platform within 48 hours of any data breach affecting Platform Referrals,
- cooperate with lawful data subject access requests relating to shared Referrals.

7.3 The Practice must not use Patient data obtained through the Platform for unrelated marketing purposes without lawful basis and appropriate consent.

8. Compliance and Professional Standards

8.1 The Practice warrants that:

- it is properly registered and regulated,
- all clinicians hold valid GDC registration,
- appropriate safeguarding policies are in place,
- all Practice Users are appropriately qualified and insured.

8.2 The Practice must comply with all applicable laws, regulations, and professional standards.

8.3 The Practice must not engage in conduct that could damage the reputation of the Platform.

9. Suspension and Termination

9.1 The Platform may immediately suspend Referrals where the Practice:

- fails to apply Booking Fee deductions,
- repeatedly fails to update Treatment Cards,
- receives serious substantiated complaints,
- loses indemnity insurance,
- breaches regulatory obligations,
- commits material breach of this Agreement.

9.2 Either party may terminate this Agreement on 30 days' written notice.

9.3 The Platform may terminate immediately for material breach.

9.4 Termination does not affect accrued rights, indemnities, or liabilities arising prior to termination.

10. Limitation of Liability

To the maximum extent permitted by law, the Platform's aggregate liability under this Agreement shall not exceed the total Booking Fees collected in the 12 months preceding the event giving rise to the claim.

11. Confidentiality

The Practice must keep confidential all non-public information relating to the Platform's operations, pricing model, referral processes, and technology.

12. Governing Law

This Agreement is governed by the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction.

13. Acceptance of this Agreement

This Practice Participation Agreement is accepted electronically as part of the DAN practice registration process.

By submitting the DAN registration form, the registering representative confirms that:

- they are authorised to act on behalf of the practice; and
- the practice has read and agrees to be bound by this Agreement.

Alevian Health records the agreement version and the date and time of acceptance at the point of registration.