



— Code of Practice
Australian Dental Industry Association

The purpose of the ADIA Code of Practice is to ensure that the selection of diagnostic and treatment pathways by dental professionals is made free of any undue influence on the part of the dental industry.

Edition 2 – Version 1.0

[Effective 1 January 2018]

Introduction

The ethical promotion of dental products, and therapeutic products more broadly, is central to the trust-based framework within which dental professionals advise and treat patients. The dental industry necessarily works closely with dental professionals to develop evidence-based approaches to particular treatments, in the development of educational materials on the correct use of products, and to support hands-on learning in the correct use of certain products.

The Australian Dental Industry Association (ADIA) recognises that the fundamental trust, and the value of the relationship, can be undermined where the independence of decision-making by dental professionals may be seen to be compromised by inappropriate promotion which is not in the best interests of patients or consumers, and which can add to the cost of healthcare.

It was in this context that ADIA, at the request of the Australian Government, introduced a new framework that sets out how the dental industry will interact with the dental profession. The shared commitment of ADIA and the Australian Government was that the dental industry should not undertake promotional activities which may encourage a dental professional to do other than select patient treatment options wisely; choosing suitable treatment options only when it is considered necessary and use dental products safely and effectively.

This edition of the *ADIA Code of Practice* has been approved by the membership and it aligns closely with those of the eight other industry associations in the therapeutic products sector. Each of these codes share sharing a common set of high-level principles. These principles provide that the Australian therapeutic products industry promotes the concept of good health incorporating the quality use of therapeutic products based on genuine consumer health needs and supported by the ethical conduct of all parties.

The membership endorsed the ADIA Code of Practice – Edition 1 in late 2014 and it became operable on 1 July 2015. Further refinements saw the *ADIA Code of Practice – Edition 2* approved by the members in mid-2017 which becomes operable on 1 January 2018.

Troy R Williams FAIM MAICD
ADIA Chief Executive Officer

1 October 2017

Understanding This Document —

The *ADIA Code of Practice – Edition 2* appears on sections one through eighteen of this document. It has been approved by the ADIA membership at a general meeting and is binding upon all members businesses in addition to any business that exhibits at a trade show convened by ADIA.

The text of the *ADIA Code of Practice – Edition 2* appear in the blue sections of this document.

Guidance on a business' compliance obligations is contained on the right-hand side of this document and should not be relied upon as definitive guidance. Please note that this information is subject to change to reflect decisions of the ADIA-CCC Code Complaints Committee made subsequent to the publication of this information

Further information and outcomes of complaint determinations can be found on the website at:

www.adia.org.au

Section 1 – Principles

- 1.1 It is intended that the scope of the Code will cover the following:
 - 1.1.1 All ADIA Members;
 - 1.1.2 Any business, whether or not a Member, that exhibits at a trade show, exhibition or similar event convened by ADIA; and
 - 1.1.3 Any non-Member business that voluntarily accepts and observe the Code.
- 1.2 The Code operates under a set of general principles that regulate the interaction of Members with Dental Professionals. These principles are:
 - 1.2.1 Members must at all times comply with the provisions of all relevant legislation;
 - 1.2.2 Members must not engage in unethical behaviour, misleading or deceptive conduct, or unfair or unconscionable practices; and
 - 1.2.3 Members must always respect the ethical requirements and codes of practice which apply to Dental Professionals by their Professional Association.
- 1.3 The Dental Industry, and the Therapeutic Goods sector more broadly, promotes the concept of good health incorporating the quality use of Therapeutic Goods which is based on genuine consumer health needs and supported by the ethical conduct of all parties. The quality use of Therapeutic Goods means;
 - 1.3.1 That a Dental Professional should choose suitable Therapeutic Goods only if this is considered necessary and in the patient's best interest;
 - 1.3.2 Therapeutic Goods should be used safely and effectively;
 - 1.3.3 Diagnostic and treatment options should be selected by Dental Professionals wisely, based on the best available evidence and the patient's needs, free from any undue influence on the part of the Dental Industry;
 - 1.3.4 Decisions by Dental Professions concerning treatment and / or diagnostic pathways are made independently of any inappropriate inducement or offer by the Dental Industry.
- 1.4 ADIA will collaborate with relevant stakeholders in code creation, updating, education, monitoring and compliance.

Compliance Guidance —

The *ADIA Code of Practice* applies to any Member business and in addition to any business (whether or not a Member) that exhibits at a trade show convened by ADIA. The latter outcome is achieved as it's a standard condition of participation at an ADIA-convened exhibition.

Although there is an expectation that Members will meet the general principles set out in Clause 1.2, this does not make the Code the definitive guidance on such matters, nor necessarily provides ADIA with compliance responsibility. By way of example, the *Competition and Consumer Act (Cth) 2010* clearly articulates expectations insofar as misleading or deceptive conduct, or unfair or unconscionable practices are concerned and this legislation makes the Australian Competition and Consumer Commission (ACCC) responsible for enforcement of the legislation.

This Compliance Guidance is does not form part of the Code and may be amended by the Authorised Officer as circumstances require.

Section 2 – Gifts & Inducements

- 2.1 Consistent with Clause 1.3.3, a Member must not inappropriately influence a Dental Professional's selection of diagnostic and / or treatment pathways as a result of offering a Gift.

Gifts –

- 2.2 At no time may a Member offer a Gift:
- 2.2.1 In connection with the ordering, purchase or supply of a Therapeutic Product; or
 - 2.2.2 When it is in the form of cash / negotiable instruments / gift card (redeemable for anything other than a Therapeutic Product) / monetary equivalents, except when the benefit is applied against a Commercial Account.
- 2.3 A Member may offer a Gift where:
- 2.3.1 It is offered independently of the ordering, purchase or supply of a Therapeutic Product; and
 - 2.3.2 It does not exceed \$50 (GST Excluded) as at 1 July 2017, adjusted annually in accordance with *ABS6401.0: Consumer Price Index*, and offered only once in any four week period.
- 2.4 The following are not considered to be Gifts:
- 2.4.1 Therapeutic Products, or any other dental product used on and / or for patients in the delivery of dental care, in reasonable quantities for demonstration or evaluation purposes.
 - 2.4.2 Additional Therapeutic Products, or any other dental product used on and / or for patients in the delivery of dental care, offered in in any quantity when offered in connection with the ordering, purchase or supply of Therapeutic Products (e.g. buy ten get one free).
 - 2.4.3 Additional Therapeutic Products, or any other dental product used on and / or for patients in the delivery of dental care, offered in connection with a reward / loyalty type promotion as this is deemed to be a legitimate type of commercial discount.
 - 2.4.4 Any discount / rebate paid against the commercial account (having regards for Clause 2.2.2).
- 2.5 The offer of registration to a CPD Activity is not considered to be a Gift; however, any such offer must be made in a manner consistent with Clause 3.

Compliance Guidance –

As noted in the principles, the expectation of this Code is that businesses in the dental industry will undertake no promotional activity that would encourage a dental professional to do other than select diagnostic and treatment options wisely based on the best available evidence and the consumer's needs.

The practical outcome is that there should be no inducement, such as offering a gift, that may affect the decision of a dental professional as to which is the appropriate diagnostic or treatment pathway for a patient.

A Therapeutic Product includes any product falling within the definition of goods set out in Section 3 of the *Therapeutic Goods Act (Cth) 1989*. As a general rule, this means that the Code applies to promotional activities for:

- Instruments and equipment;
- Medicines and disinfecting products;
- Imaging and diagnostic equipment;
- Materials used for restorative / cosmetic purposes;
- Materials used in surgery.

The provision of Therapeutic Product (and other dental product) samples to Dental Professionals for evaluation purposes is deemed to be a legitimate marketing activity [Clause 2.4.1]. Similarly the supply of additional Therapeutic Products offered in connection with the ordering, purchase or supply of Therapeutic Products (e.g. buy ten get one free) is deemed to be a legitimate a type of commercial discount [Clause 2.4.3].

With reward / loyalty type schemes these can operate only when the benefit to the healthcare professional is additional Therapeutic Products [Clause 2.4.3]) or a discount / rebate (Clause 2.4.4). In any other circumstances a reward / loyalty types scheme would be viewed as incompatible with Clause 2.2.1.

It is important to note that some forms of gifts / inducements are legitimate as they are considered to be normal commercial activities. These include discounts, rebates applied against a

Competitions –

- 2.6 A Member may conduct competitions where:
 - 2.6.1 The conduct of the competition must comply in all respects with all relevant laws and regulations; and
 - 2.6.2 The entry to any competition conducted by a Member must not be dependent on the ordering, purchase, supply, recommendation, use, testing or prescribing of a Therapeutic Product.

Section 3 – Education & Training

- 3.1 Consistent with Clause 1.3.3, a Member must not inappropriately influence a Dental Professional's selection of diagnostic and / or treatment pathways through the conduct of education and training programs.

CPD Activities —

- 3.2 Members may offer CPD Activities to Dental Professionals to facilitate the safe and effective use of Therapeutic Goods where:
- 3.2.1 The CPD Activity is delivered by staff with the appropriate qualifications and expertise to deliver the training;
 - 3.2.2 The CPD Activity should be conducted in clinical, laboratory, conference or other settings, which are conducive to the educational nature of the CPD Activity and to the effective transmission of the knowledge, as well as allowing for any "hands on" component; and
 - 3.2.3 Any CPD Activity offered by Members where Therapeutic Goods are demonstrated and / or made available for sale should not be in a venue, where it can be reasonably argued, was selected due to its recreational, entertainment facilities.
- 3.3 Any CPD Activity offered to Dental Professionals associated with Therapeutic Goods must be offered in accordance with DBA guidelines and policies.

Hospitality & Travel Within Australia —

- 3.4 Members may provide attendees with reasonable Hospitality in connection with the CPD Activity. The Hospitality must be incidental to the main purpose of the training, reasonable in cost and extent, and provided only to the Dental Professionals involved in the CPD Activity.
- 3.5 Members may pay for the Travel for a Dental Professional to attend a CPD activity.
- 3.6 Members shall not provide or pay for Travel and / or Hospitality for a Dental Professional's partner or guest.

Hospitality & Travel Overseas —

- 3.7 Where a Member offers a CPD Activity overseas, and where attendance is paid for by the Member, it must be offered subject to the following criteria:
- 3.7.1 It must be demonstrated that by, the nature of the CPD Activity, it was not available in Australia;
 - 3.7.2 The duration of the trip should only be sufficient for the Dental Professional to attend the CPD Activity;

Compliance Guidance —

The dental industry invests heavily in training and educating Dental Professionals to ensure that they use the products in the optimal manner.

To this end there is extensive training and education conducted by businesses for the benefit of Dental Professionals and ultimately for enhanced patient outcomes.

In conducting the education and training businesses need to ensure that the focus of the relationship is educative and not an opportunity to provide inappropriate Hospitality.

Training and education includes both formal, structured sessions and the in-service instruction that occurs in a healthcare setting. It can also include working with Dental Professionals to better understand the product and patient benefit to be derived from the product.

Any Hospitality must be appropriate in value. This will vary from CPD activity to CPD activity. With every event however the business must determine if the event is lavish or excessive, even if the business has not itself organised the event.

Training should not be held at a venue deemed appropriate for the professional standing of the professional which is an appropriate location for education purposes. **The physical attractiveness of the venue or available sporting or leisure facilities should not be a primary determinant factor in venue selection.** The primary considerations in choice of a venue for any training should be whether it provides an environment that is conducive to the effective transmission of knowledge and would be perceived by an ordinary Member of the public to be conducive to learning.

If, as part of the sale of Therapeutic Goods, training is overseas this must only be done in a context where it must be demonstrated that by, the nature of the CPD Activity, it was not available in Australia.

As to what constitutes Hospitality and Travel (including accommodation) refer to the definitions in Section 15.

- 3.7.3 Any Hospitality should be incidental to the primary purpose of the trip; and
- 3.7.4 Members shall not provide or pay for Travel and / or Hospitality for a Dental Professional's partner or guest.

Section 4 – Sales & Promotional Events

- 4.1 Consistent with Clause 1.3.3, a Member must not inappropriately influence a Dental Professional's selection of diagnostic and / or treatment pathways through the conduct of sales and promotional events.

Client Meetings –

- 4.2 Where it is deemed necessary for Member employees to meet with Dental Professionals to discuss product features, conduct negotiations and arrange sales and deliveries, such meetings:
- 4.2.1 Should be held in a dental practice / medical institution, the Member's business premises, a meeting venue or other appropriate facility.
 - 4.2.2 The Member may, with the agreement of the Dental Professional, provide Hospitality; however, such Hospitality should be incidental to the purpose of the meeting.
 - 4.2.3 Should not be held over lunch or dinner except when provided held in a dental practice / medical institution, the Member's business premises.
- 4.3 Members will not provide or pay for the Travel of a Dental Professional.
- 4.4 Members shall not provide or pay for Travel and / or Hospitality for a Dental Professional's partner or guest.

Product Demonstrations & Sales Events –

- 4.5 Where it is deemed necessary for Member employees to meet with Dental Professionals to showcase products, demonstrate product features, conduct negotiations and arrange sales (e.g. a product demonstration or trade show), such meetings:
- 4.5.1 Should be held at the supplier's business premises, a training facility, laboratory, conference / exhibition venue or other appropriate facility.
 - 4.5.2 Should not be in a venue, where it can be reasonably argued, was selected due to its recreational, entertainment facilities.
 - 4.5.3 Members may, with the agreement of the Dental Professional, provide or pay for reasonable Hospitality for attendees; and
 - 4.5.4 Members may provide or pay for the Travel for a Dental Professional.
 - 4.5.5 Members shall not provide or pay for Travel and / or Hospitality for a Dental Professional's partner or guest.

Compliance Guidance –

A meeting with Dental Professional, practice manager, buyer or procurement manager may review product specifications and review the commercial arrangements as part of the interaction.

A **Client Meeting** is deemed to be where sales staff or management of a Member will meet with a dental professional to discuss products, sales / contracts or the commercial relationship between the Member and the Dental Professional's own practice / business.

A **Product Demonstration** or **Sales Event** is deemed to be an opportunity for one or more Dental Professionals to review products, test products and negotiate prices. Such events are typically product 'launch' events, visits to a showroom or a trade show.

Any Hospitality must be reasonable and a business must ensure that the interaction is not simply a social interchange funded by the business. The primary requirement is that any Hospitality is reasonable and subordinate in focus to the primary intent of the meeting.

In assessing whether Hospitality is reasonable, businesses should consider not only the financial cost but whether an ordinary Member of the public would consider the venue and Hospitality arrangements to be reasonable.

As to what constitutes Hospitality and Travel (including accommodation) refer to the definitions in Section 15.

- 4.6 If product demonstrations and sales events are represented to have a CPD component, this must be offered in accordance Section 3.

Section 5 – Consulting Agreements

- 5.1 Consistent with Clause 1.3.3, a Member must not inappropriately influence a Dental Professional's selection of diagnostic and / or treatment pathways through consulting agreements.
- 5.2 Dental Professionals may serve as consultants to Member businesses, providing valuable services including research, participation on advisory boards, presentations at Member-sponsored training and in product development. It is permissible to provide reasonable compensation for such services.
- 5.3 Consulting arrangements must be in written form, signed by all parties to the consulting agreement and specify all services to be provided under the arrangement. Research-based consultancy should have a written research protocol and all appropriate consents and institutional and ethical approvals should be obtained before commencement of the research.
- 5.4 Consulting agreements should only be entered into where a legitimate purpose for the service is identified in advance. Selection of the consultant must be on the basis of their qualification and expertise to provide the service. Meetings with consultants should be held at venues and in such circumstances as are appropriate to the subject matter of the consultation.
- 5.5 Compensation must be based on the nature of, and commensurate to, the services provided, and in line with accepted practice. Compensation must not be based on the value of Therapeutic Goods or services which consultants may use for, or in, their own business or place of employment.
- 5.6 Compensation should be paid based on services actually provided and must be in accordance with applicable legislation, including tax legislation.
- 5.7 Members may pay for reasonable expenses incurred by consultants including Travel, meals and incidentals as part of the performance of their consulting agreement. Such Hospitality, however, should be subordinate in time and focus to the primary purpose of the consultation.
- 5.8 All Consulting Agreements should be appropriately documented and acknowledged where appropriate.

Compliance Guidance —

A consulting agreement must be a legitimate way to engage with a Dental Professional for the purposes of seeking their professional opinion. The remuneration must be documented and be consistent with standard professional rates.

Section 6 – Donations & Grants

- 6.1 Consistent with Clause 1.3.3, a Member must not inappropriately influence a Dental Professional's selection of diagnostic and / or treatment pathways through the provision of donations or grants; and
- 6.1.1 A receipt must be provided by the entity receiving the donation / grant and kept by the Member; and
- 6.1.2 Donations of cash must only be made to Registered Charitable Institutions or Educational Institutions able to receive them in a context that deems them to be a deductible gift for taxation purposes.

Charitable Donations Of Products / Services –

- 6.2 Members may make donations of products / services for charitable purposes to support delivery of dental and oral healthcare services in the community; however a donation must not be made in order to induce the use of a product or service.
- 6.3 Donations of products / services greater than \$250 (GST Excluded) in value as at 1 July 2017, adjusted annually in accordance with *ABS6401.0: Consumer Price Index*, must only be made when:
- 6.3.1 Provided to Registered Charitable Institutions or Educational Institutions that are not-for-profit in nature; or
- 6.3.2 Provided to a volunteer program recognised by the ADA Dental Volunteers Program; or
- 6.3.3 The Member is able, upon request by ADIA, to provide a statutory declaration that the donation was made in good faith on the basis the products / services were to be used for non-profit purposes.

Research –

- 6.4 Members may make donations of cash grants for education or research purposes, where:
- 6.4.1 The donation or cash grant is made to a Registered Charitable Institution or Research Institution.
- 6.4.2 The donation or cash grant is made to a Registered Charitable Institution or Research Institution that uses the proceeds to support one or more students, residents, fellows and participants in a program offered by an Educational Institution.
- 6.4.3 Members may make research grants to support genuine medical or scientific research where the purpose of the grant is clearly documented, and the research program is administered by an institution independent of the donor. Members may also make

Compliance Guidance –

When determining which organisation is worthy of receiving donations (whether in the form of cash or free goods) it is recommended that Members consult the list prepared by the Australian Dental Association (ADA) special purpose committee on volunteering.

Each business is encouraged to make publicly available on its website, a list of organisations to which it provides financial support and / or significant direct / indirect non-financial support. The list could be updated on an annual basis.

grants to support public education of patients or the wider community in respect of important healthcare topics.

This Compliance Guidance is does not form part of the Code and may be amended by the Authorised Officer as circumstances require.

Section 7 – Event Sponsorship

- 7.1 Consistent with Clause 1.3.3, a Member must not inappropriately influence a Dental Professional's selection of diagnostic and / or treatment pathways through the sponsorship of a CPD Activity, a charity / fundraising event or a social event.
- 7.2 The Member should receive and keep a formal agreement that clearly sets out the support to be provided by the Member and the benefits that the Member may receive.
- 7.3 It is important to note that Section 7 does not encompass sponsorship of events outside the dental sector.

Hospitality Sponsorship –

- 7.4 Members may only provide donations or cash grants to support sponsorship of a Hospitality at a social / networking event (where the audience is predominately Dental Professionals) where the event is convened by a Professional Association, Charitable Institution or not-for-profit Educational Institution.

Conference Sponsorship –

- 7.5 Members may choose to support CPD Activities in a number of ways which is permitted when:
 - 7.5.1 The CPD Activity is convened by a Professional Association, Registered Charitable Institution or a not-for-profit Educational Institution; or
 - 7.5.2 It has been convened by a for-profit provider and the program meets the DBA guidelines on CPD Activities; and
 - 7.5.3 Any Hospitality at the event is incidental to the event's CPD focus.

Speaker Sponsorship –

- 7.6 Members may make grants to Conference Organisers for reasonable honoraria, and reasonable Travel and Hospitality and meals for Dental Professionals or other individuals who are bona fide conference speakers.
- 7.7 Members may pay for the Travel and Hospitality of Dental Professional that is a conference speaker where this forms part of a sponsorship agreement.

Travel Grants –

- 7.8 Members may provide financial support to the Conference organisers to cover costs such as reasonable Travel for Dental Professionals (including students), where the conference is primarily dedicated to objective medical and scientific educational activities. The Conference organisers

Compliance Guidance –

It is standard practice for Members to sponsor conferences and events and this is encouraged. It is important that the sponsorship, whether by way of cash payments or in-kind, are provided directly to the organising body (that must be an independent legal entity) and not directly to the Dental Professional.

Businesses should use simple agreements with dental professionals to ensure that all parties are clear on the purpose of the event and what will be provided. An agreement is not required for an event that is reasonable in size, such as a short seminar. In these circumstances the program or agenda is sufficient as evidence of the agreed scope of services.

This Section does not apply to the sponsorship of events outside the dental sector [Clause 7.3] that may, for example, include Sponsorship of a sporting team / event.

As to what constitutes Hospitality and Travel (including accommodation) refer to the definitions in Section 15.

should be responsible for and control the program content, educational methods and materials used.

This Compliance Guidance is does not form part of the Code and may be amended by the Authorised Officer as circumstances require.

Section 8 – Hospitality

- 8.1 Consistent with Clause 1.3.3, a Member must not inappropriately influence a Dental Professional's selection of diagnostic and / or treatment pathways through the offering of Hospitality.
- 8.2 Members may only provide Hospitality to Dental Professionals where:
- 8.2.1 It is permitted under Clause 3.4, Clause 4.2.2 or Clause 4.5.3; and
 - 8.2.2 It is offered independently of the purchase, ordering or supply of a Proscribed Product; and
 - 8.2.3 The venue meets accepted standards as regards to community standards and values; and
 - 8.2.4 The value of the Hospitality is such that it meets community standards and values insofar as appropriate to the standing of the Dental Professional.
- 8.3 Hospitality offered independently of a CPD Activity or sales and promotional event should not include Travel.

Compliance Guidance –

It's not uncommon for businesses in the dental industry to meet with a Dental Professional over lunch or dinner; however, the Code places limitations on the extent of this Hospitality.

The term "Hospitality" is defined in Clause 16.1.# and is taken to mean the provision of food and / or beverages and entertainment (e.g. a play, concert, sporting event, etc). Circumstances where it is possible to provide a Dental Professional with Hospitality include:

- A CPD event [Clause 3.4]
- A client meeting [Clause 4.2.2]
- Product demonstration / sales event [Clause 4.5.3]

In these circumstances, it is not possible to take a Dental Professional to lunch or dinner for a social occasion (e.g. a Christmas celebration, it's their birthday or for a general catch-up) [Clause 8.2]

Any Hospitality must be reasonable in nature.

In assessing whether Hospitality is reasonable, businesses should consider not only the financial cost but whether an ordinary Member of the public would consider the venue and Hospitality arrangements to be reasonable.

With respect to community standards, this is taken to preclude entertainment of a nature that may reflect badly on either the dental profession or dental industry, such as taking a dental professional to a gentlemen's club.

Section 9 – Advertising

- 9.1 In advertising their products and services to Dental Professionals, Members must ensure that the advertisements and related promotional literature does not incorporate an offer that is inconsistent with this Code.
- 9.2 In advertising their Therapeutic Products to Dental Professionals, Members must ensure that the advertisements and related promotional literature (excluding brand name reminders) must contain the Member's name and the brand name of the Therapeutic Good/s.

Therapeutic Goods Advertising Code –

- 9.3 Where required by law, all advertisements will be consistent with the *Therapeutic Goods Advertising Code* (as published by the Therapeutic Goods Administration) any other statutory instrument relevant to the advertising, sale or supply of Therapeutic Products.

NOTE: ADIA will not consider complaints alleging a breach of this Clause, they must be referred to the appropriate jurisdiction.

General Advertising Obligations –

- 9.4 All advertisements will be consistent with the requirements of the *Competition and Consumer Act (Cth) 2010* and any other statutory obligations that may pertain to product sales

NOTE: ADIA will not consider complaints alleging a breach of this Clause, they must be referred to the appropriate jurisdiction.

Comparative –

- 9.5 Any product comparison of Therapeutic Goods offered by a competitor must only be made using data / evidence contained in a peer-reviewed academic journal or similar publication.
- 9.6 A claim that a Member has unfairly disparaged the product of another is considered to be a commercial dispute and outside the scope of this Code.

NOTE: ADIA will not consider complaints alleging a breach of this Clause, they must be referred to the appropriate jurisdiction.

Commissioned Articles –

- 9.7 Business commissioned concerning Therapeutic Goods written by, or including comment from, a Dental Professional can be produced by a Member in circumstances where they:

Compliance Guidance –

This section of the Code applies to advertisements directed exclusively to Dental Professionals and those with responsibility for the purchasing of medical devices. However, advertisements directed to consumers are regulated by the Therapeutic Goods Advertising Code rather than this Code.

Compliance with the Code does not absolve Members and other advertisers from the need to comply with other common law and statutory requirements, in particular the framework set out by the *Competition and Consumer Act (Cth) 2010*.

Advertisers have a responsibility to ensure the content and presentation of their advertisement and promotional material promotes the quality use of Therapeutic Goods through encouraging the Dental Professionals to select, for their patients, appropriate management options, suitable products and then to use those products safely and effectively.

All claims, not just therapeutic claims, which are made, must be truthful, valid and not misleading.

A claim that a Member has unfairly disparaged the product of another is considered to be a commercial dispute and outside the scope of this Code, thus parties are expected to resolve the matter amicably without recourse to this Code.

Complaints that allege an advertisement is false or misleading should be directed to the Australian Competition and Consumer Commission (ACCC) which has responsibility for enforcing the *Competition and Consumer Act (Cth) 2010*.

- 9.7.1 Are clearly identified as such; and
- 9.7.2 The Member is clearly identified at either the top or the bottom of the article; and
- 9.7.3 It must carry a statement that makes it clear the author was paid to write the article.

Section 10 – Consumer Interaction

- 10.1 When interacting with Consumers Members must be aware that they have obligations under the *Competition and Consumer Act (Cth) 2010*, DBA policies and guidelines in additional state / territory laws.

Therapeutic Goods Advertising Code –

- 10.2 Advertisements to consumers must comply with the *Therapeutic Goods Advertising Code* and any other relevant laws and regulations.

NOTE: ADIA will not consider complaints alleging a breach of this Clause, they must be referred to the appropriate jurisdiction.

- 10.3 Media releases to one or more organisations or through one or more channels intended to or likely to result in publication to consumers must not be an advertisement unless they conform to the *Therapeutic Goods Advertising Code*. Media releases must be issued conditionally upon the publisher ensuring that the release or extracts from the release be published in compliance with the Code and all relevant laws or regulations, including the *Therapeutic Goods Advertising Code*.

NOTE: ADIA will not consider complaints alleging a breach of this Clause, they must be referred to the appropriate jurisdiction.

Consumer Advised To Seek Professional Guidance –

- 10.4 If a Member receives a request from a consumer for advice of a medical or diagnostic nature, the Member must recommend that the consumer consult an appropriate Dental Professional that is, where required, registered with the Dental Board of Australia. Such a Dental Professional may be employed by the Member.

Oral Health Promotion –

- 10.5 Disease education activities for Consumers relating to Therapeutic Goods may provide information, promote awareness and educate the public about health, disease and their management, however:
- 10.5.1 A disease education activity may make reference to the availability of different options for diagnosis or treatment but may not direct the Consumer to purchase a specific Therapeutic Goods where to do so would be in breach of the *Therapeutic Goods Act (Cth) 1989*.

Compliance Guidance –

In general, the dental industry has limited interactions with consumers but in certain areas such oral healthcare, goods are available for general sale / self-selection by patients.

The scope of this Code are those products intended by the manufacturer or supplier for the purpose of Providing Care by a Dental Professional that is a medical device as defined by the *Therapeutic Goods Act (Cth) 1989*. In this context, over-the-counter products supplied by a Member do not fall within the scope of this Code, however Members do have certain obligations that are set out in Clause 10.4.

NOTE: ADIA will not consider complaints alleging a breach of this Clause, they must be referred to the appropriate jurisdiction.

- 10.5.2 The emphasis of the disease education activity should be on the condition and its recognition rather than on the specific Therapeutic Goods unless discussion of treatment options directly with the public is permissible under the *Therapeutic Goods Act (Cth) 1989*. The appropriate treatment for an individual Consumer following use of an over-the-counter Therapeutic Goods is for the Dental Professional to decide in consultation with the Consumer.

This Compliance Guidance is does not form part of the Code and may be amended by the Authorised Officer as circumstances require.

Section 11 – Administration Committee

- 11.1 The ADIA-CAC Code Administration Committee shall be appointed by the ADIA Board and:
- 11.1.1 Comprise not less than three and not more than seven representatives of ADIA Members plus a Chair that is appointed by the ADIA Board; and
 - 11.1.2 May include up to two additional appointees as representatives of Professional Associations and / or Educational Institutions.
 - 11.1.3 Serve at the absolute discretion of the ADIA Board.
 - 11.1.4 Shall conduct meetings which are considered to be properly convened when they are attended by a quorum of fifty percent plus one is achieved at meetings plus the attendance of the Authorised Officer.
- 11.2 The duties of the ADIA-CAC Code Administration Committee shall be to:
- 11.2.1 Conduct regular reviews of the Code to ensure that it continues to reflect community; industry and regulatory standards and values;
 - 11.2.2 Ensure that industry and stakeholders are engaged in any review of the Code as is appropriate to the nature of the review;
 - 11.2.3 Prepare amendments to reflect the outcome of review processes for the Board to considered placing before a general meeting of Members for approval;
 - 11.2.5 Ensure that Members and the wider dental community are advised of all amendments via newsletters and publication on the ADIA website;
 - 11.2.6 Review the performance of the Code Complaints procedure and the operation and effectiveness of the Code Complaints Committee and;
- 11.3 The Authorised Officer or his delegate shall:
- 11.3.1 Act as Secretary to the ADIA-CAC Committee
 - 11.3.2 Be responsible for the management of its meetings and offer such advice and guidance necessary for the proper discharge of the committee's duties.

Section 12 – Complaints Committee

- 12.1 The duties of the ADIA-CCC Code Complaints Committee shall be to:
- 12.1.1 Determine the outcomes of Complaints that have been referred to it by the Authorised Officer; and
 - 12.1.2 Provide recommendations to the ADIA Board for any sanction or penalty arising from a determination that a Member has breached the Code.
- 12.2 The ADIA-CCC Code Complaints Committee shall consist up to thirty individuals who:
- 12.2.1 Shall be appointed by the ADIA Board; and
 - 12.2.2 Serve at the absolute discretion of the ADIA Board; and
 - 12.2.3 A minimum one-third must be employees of ADIA Members; and
 - 12.2.4 A minimum one-third must be representatives nominated by Professional Associations and / or the Australasian Council of Dental Schools (ACODS); and
 - 12.2.5 May include one or more representatives of the Consumer’s Health Forum (CHF) and / or the Australian Consumers Association (ACA); and
 - 12.2.6 May include one or more persons admitted to practice law by the Supreme Court of any Australian jurisdiction.
- 12.3 To consider a complaint, a panel of the ADIA-CCC committee shall be formed, this being the ADIA-CCC Panel. Each ADIA-CCC Panel must:
- 12.3.1 Have a chairperson drawn from 12.2.3;
 - 12.3.2 Have between two to four other ADIA-CCC Code Complaints Committee Members; and
 - 12.3.3 Be considered to be properly when Members drawn from 12.2.3 are in the minority of panel Members.
 - 12.3.4 Be chosen so as to avoid an actual or perceived conflict of interest.
 - 12.3.5 The Authorised Officer is a de-facto Member of each ADIA-CCC Panel; however, they have no vote.
- 12.4 The quorum for each meeting of the ADIA-CCC Panel shall be the achieved when all panellists are present.

- 12.5 A decision of the ADIA-CCC Panel shall be made by a majority vote.
- 12.6 The Authorised Officer or his delegate shall act as Secretary to the ADIA-CCC Panel, and shall be responsible for the management of the committee meetings. If a delegate is appointed, this does not preclude the Authorised Officer from sitting as a panellist.
- 12.7 A Secretary appointed in accordance with Clause 12.6 shall be responsible for the management of the committee hearings and the provision of material relating to the complaint.

Section 13 – Complaints Management

- 13.1 Complaints alleging inappropriate behaviour by a Member should be directed in writing to the Authorised Officer.
- 13.2 Anonymous complaints will not be considered; however, a consumer or non-industry complainant may request that the Authorised Officer suppress their identity in correspondence with the respondent or from public release. A decision on this matter is the sole discretion of the Authorised Officer.

Pending Legal Action –

- 13.3 It should be noted that the lodgement of a complaint does not preclude any party initiative litigation in matters relating to the complaint; however:
 - 13.3.1 The Authorised Officer may set aside consideration of any complaint that is the subject of legal action.
 - 13.3.2 The ADIA Board may set aside consideration any complaint where it has been intimated by one or more parties to the complaint that legal action is imminent.

Presentation Of Complaints –

- 13.4 Complaints should be clearly presented and must:
 - 13.4.1 Be submitted using the form published by the Authorised Officer; and
 - 13.4.2 Identify the complainant; and
 - 13.4.3 Identify the respondent; and
 - 13.4.4 Must identify the specific clause (from those set out in Sections 2-10) that is alleged to have been breached; and
 - 13.4.5 Must accompanied by relevant explanatory documents and or photographs that provide sufficient detail of the alleged breach, the timeframe that it occurred and the audience that was exposed to the activity that is the subject of the complaint.
- 13.5 A complaint that fails to include the information set out in Clause 13.4.1 shall be returned to the complainant so that it can be properly completed and not be progressed until the Authorised Officer is satisfied the necessary information is available for the complaint to be properly considered.

Complaints That May Be Summarily Set Aside –

- 13.6 The Authorised Officer may set aside any complaint that:
 - 13.6.1 Is identical in nature (i.e. concerning the same Member and the same activity) to a previous

complaint where an ADIA-CCC Panel and / or ADIA-CCC Appeals Officer has found the activity not to be inconsistent with the Code.

- 13.6.2 Is identical in nature to a (i.e. concerning the same Member and the same activity) that is currently being considered by an ADIA-CCC Panel and / or ADIA-CCC Appeals Officer
- 13.6.3 Is considered to be frivolous or vexatious.
- 13.6.4 Is considered to be considered to be misinformed with regards to the intent of the Code or otherwise outside the scope of the Code.
- 13.7 Where a complaint has been set aside by the Authorised Officer pursuant to Clause 13.6, within ten days the Authorised Officer will write to the Complainant advising them of the decision.
- 13.8 Where a complaint has been set aside by the Authorised Officer pursuant to Clause 13.6, within thirty days of any such determination the Board may reinstate the Complaint and direct that it be considered by an ADIA-CCC Panel
- 13.9 In the event that a the Board does not exercise its option to reinstate the Complaint pursuant to Clause 13.9 the complaint will considered to have been dealt with.

Complaint Notification & Response —

- 13.10 The Authorised Officer will, as soon as is practicable, advise the complainant that the complaint has been received.
- 13.11 The Authorised Officer will, as soon as practicable, advise the respondent that a complaint has been lodged against them.
- 13.12 The Authorised Officer will advise the respondent that they have the option to tender a response and this is due:
 - 13.12.1 Within three weeks from the date the respondent is deemed to have received the complaint; or
 - 13.12.2 Within six weeks whenever the date the respondent is deemed to have received the complaint falls within two weeks of a public holiday associated with the Christmas or Easter celebrations.
- 13.13 The Authorised Officer has no discretion to extend the period for a respondent to tender a response.

Initial Admission of Fault —

- 13.14 Upon receiving a complaint a Member may, within the timeframe for a response set out in Clause 13.12, elect to admit that they have committed a breach of the Code where:

13.14.1 In the past five years they have not previously admitted to any previous Breach (of any Clause) of Code or be found by a ADIA-CCC Panel to have breached (any Clause) of the Code; and

13.14.2 They agree to an immediate cessation of the activity that was the subject of the admission that a Breach occurred; and

13.14.3 They consent to publication of the determination pursuant.

13.15 Where a Member has exercised an option to admit fault under Clause 13.14, no penalty will be applied.

No Response –

13.16 If the respondent has not tendered a Response within the timeframe for a response set out in Clause 13.12, the Authorised Officer shall cause the complaint to be considered by an ADIA-CCC Panel without the response from the Member.

Complaint Consideration –

13.17 Unless the Member has available to it, and has exercised, the option available under Clause 13.14, the complaint will be considered by an ADIA-CCC Panel.

13.18 The ADIA-CCC Panel shall consider and adjudicate the complaint by considering the only following documents that will be provided by the Authorised Officer:

13.18.1 The complaint and the respondent's response;

13.18.2 A statement, if offered, by the Authorised Officer providing commentary on the intent of the Code insofar as it relates to the Complaint; and

13.18.3 Any prior determinations of an ADIA-CCC Panel and / or an ADIA-CCC Appeal Officer that are directly relevant to the complaint.

13.19 Neither the complainant nor the respondent shall be present nor be represented during the hearing of a complaint.

13.20 The deliberations of the ADIA-CCC Panel are confidential and must not be disclosed by a party to the complaint or by a Member of the ADIA-CCC panel; however, the Authorised Officer may disclose such information to the extent relevant for ADIA's governance purposes.

13.21 The Authorised Officer may, at any stage, suspend determination of a Complaint if the circumstances set out in Clause 13.3 apply.

13.22 Upon concluding its deliberations, the ADIA-CCC Panel will advise the Authorised Officer of its decision to:

13.22.1 Dismiss a complaint as invalid and, in so doing, provide the Authorised Officer with a statement

of reasons for public dissemination. This statement will also be provided to both the complainant and respondent and serve as notification of the outcome; or

13.22.2 Uphold a complaint as valid and, in so doing, provide the Authorised Officer with a statement of reasons for public dissemination. This statement will also be provided to both the complainant and respondent and serve as notification of the outcome.

13.23 In the event that a Member has been found by the ADIA-CCC panel to have breached the Code (i.e. a determination has been made pursuant to Clause 13.22.2), the ADIA-CCC Panel will make a recommendation to the Board on an appropriate penalty in accordance with Section 14.

Section 14 – Code Penalties

- 14.1 Where an ADIA-CCC Panel finds that a business breached the Code it must make a recommendation to the ADIA Board on a penalty having regard for:
- 14.1.1 The number of Dental Professionals that may have made decisions on diagnostic / treatment options as a result of activities that were found to be inconsistent with the Code.
 - 14.1.2 Any prior determinations that the Member has breached the Code; and
 - 14.1.3 An assessment by the ADIA-CCC Panel that the Members' activities has jeopardised the good standing and reputation of the dental industry.
- 14.2 The penalty recommended pursuant to Clause 14.1 must include one or more sanctions (but not others) from those set out below:
- 14.2.1 Censure and / or warning from the Code Complaints Committee as to the serious nature of breach(s) of the Code. This may include a notification to professional associations of the nature of the breach;
 - 14.2.2 Written provision of an assurance from the offending party that they will institute immediate action to remedy the breach, and a written assurance regarding ongoing observance of the Code;
 - 14.2.3 Corrective advertising and /or a retraction to be published as directed by the Code Complaints Committee;
 - 14.2.4 Destruction of offending material such as advertisements, pamphlets or brochures;
 - 14.2.5 In the event of serious and/or repeated breaches, a monetary fine to a maximum of \$50,000;
 - 14.2.6 A direction that the Member not be permitted to exhibit at one or more exhibition / trade show convened by ADIA.
- 14.3 In the event of continued or repeated breaches of the Code by a Member, the ADIA Board reserves the right to institute proceedings for the expulsion of such Member under clause 12c of the ADIA Constitution.
- 14.4 Once a penalty has been determined by the Code Complaints Committee, the Secretary of the Code Complaints Committee will inform all parties to the complaint of the final decision, the penalties imposed and any further action to be taken.

Compliance Guidance —

In order for the Code to achieve credibility with and compliance by signatories and to engender stakeholder confidence in the industry and its Code, it is necessary that commercially significant sanctions be available to the Code Complaints Committee. Sanctions will reflect the nature, seriousness and frequency of the breach.

This Compliance Guidance is does not form part of the Code and may be amended by the Authorised Officer as circumstances require.

Section 15 – Appeals

- 15.1 A Member who has been found to have breached the Code shall have the right to appeal against the findings or any sanctions imposed. Such an appeal can only be based upon:
- 15.1.1 A demonstrated failure to adhere to the complaints determination process where this would have demonstrably affected the interests of the Member; or
 - 15.1.2 A material misstatement of fact concerning the activity of the Member as published in the reasons for determination; or
 - 15.1.3 With respect to any penalty applied, a claim that it is excessive.
- 15.2 A belief that a determination that a Member has breached the Code is inconsistent with a prior determination of an ADIA-CCC Panel is not, in itself, a valid basis for an appeal. Nor shall such a belief be relied upon as arguments in support of an appeal.

Lodging An Appeal –

- 15.3 The ADIA Board shall have the absolute discretion the right to appeal a decision to dismiss a complaint (made pursuant to Clause 13.19.1) and any such appeal must be within two weeks of the Member having deemed to have received notification of a decision of an ADIA-CCC Panel. A complainant has no rights in this regard nor recourse to the ADIA Board to request an appeal pursuant to this Clause.
- 15.4 An appeal must be lodged by the Member within two weeks of the Member having deemed to have received notification of a decision of an ADIA-CCC Panel.
- 15.5 An appeal must be lodged using the form published by the Authorised Officer.
- 15.6 Within two weeks of tendering the Appeal, the Member must lodge a bond determined by the Authorised Officer to be an amount necessary to cover ADIA's costs associated with administering the Appeals process. Following the determination of the appeal:
- 15.6.1 If the appeal is upheld the bond shall be returned to the Member in-full
 - 15.6.2 If the appeal is dismissed, the Member will be rendered with a statement of costs which will be deducted from the bond with the balance (if any) returned to the Member. In the event that the costs exceed the value of the bond, the bond

Compliance Guidance –

There is not an automatic right to appeal a decision that a Member has breached the Code. An appeal can only be lodged when:

- The complaints process wasn't properly followed [Clause 15.1.1]
- The ADIA-CCC Panel that considered the complaint got something wrong and misstated the facts [Clause 15.1.3]
- The penalty was excessive [Clause 15.1.3] when viewed in the context of the activity that was the nature of the complaint and the extent to which it may have influenced Dental Professionals [Clause 14.1.1] or their prior conduct [Clause 14.1.2]

A company that wishes to lodge an appeal is expected to pay for the cost of the appeal in the event that it is dismissed [Clause 15.6.2].

shall be forfeit by the Member in full; however, no further action with regard to the costs associated with the consideration of the Appeal shall be sought by the Association (without prejudicing ADIA's rights to recover costs in the event of legal action).

Appeal Consideration —

- 15.7 The appeal shall be considered solely by the ADIA-CCC Appeals Officer appointed by the Authorised Officer. The ADIA Appeals Officer must be:
 - 15.7.1 A person admitted to practice law by the Supreme Court of any Australian jurisdiction; or
 - 15.7.2 A Member of Resolution Institute.
- 15.8 In considering the appeal, the ADIA-CCC Appeals Officer must only rely upon:
 - 15.8.1 The request for an appeal.
 - 15.8.2 Documentation used by and produced by the ADIA-CCC Panel in determining the complaint, this being: The initial complaint; the response from the respondent; the minutes of the ADIA-CCC Panel meeting; and any other documentation considered by the ADIA-CCC Panel as part of its deliberations.
 - 15.8.3 Published outcomes of determinations (including any penalties) associated with the current edition of the Code.
 - 15.8.4 Any information furnished by the Authorised Officer.
- 15.9 The ADIA-CCC Appeals Officer may seek and rely upon guidance from the Authorised Officer on issues pertaining to application of the Code and / or its interpretation.

Appeal Findings —

- 15.10 The findings of the ADIA-CCC Appeals Officer are final and binding on the parties. The Authorised Officer will provide notification of the outcome of the appeal to the parties within twenty working days of the conclusion of the appeal.
- 15.11 The deliberations of the ADIA-CCC Appeals Officer are confidential and must not be published or disclosed to any party other than the Authorised Officer. The material may be disclosed if required to do so under law.

Pending Legal Action —

- 15.12 It should be noted that the lodgement of a appeal does not preclude any party to initiate litigation in matters relating to the appeal; however:

- 15.12.1 The Authorised Officer may set aside consideration of any appeal that is the subject of legal action.
- 15.12.2 The ADIA Board may set aside consideration of any appeal where it has been intimated by one or more parties to the appeal that legal action is imminent.

This Compliance Guidance is does not form part of the Code and may be amended by the Authorised Officer as circumstances require.

Section 16 – Interpretation

- 16.1 In the Code:
- 16.1.1 Where there is a need to interpret a word or phrase not set out in Clause 16.2, the Australian Macquarie Dictionary shall be the reference for Code interpretation purposes.
- 16.2 In the Code when the following words are capitalised they are intended to have the following definition:
- 16.2.1 Advertisement in relation to a product, includes any statement, pictorial representation or design, however made, that is intended whether directly or indirectly to promote the use or supply of a product and includes a service offered in relation to a product.
- 16.2.2 ADIA means the organisation referenced in Clause 1.1.5
- 16.2.3 Advertising Code means the Therapeutic Goods Advertising Code, published by the Australian Government, as amended.
- 16.2.4 ADIA-CCC Appeals Committee means the committee established in accordance with Clause 10 to hear appeals.
- 16.2.5 Association means the Australian Dental Industry Association Incorporated (ABN 32 003 314 096).
- 16.2.6 Authorised Officer means the Chief Executive Officer or his delegate.
- 16.2.7 ADIA Board means the Board of Directors of ADIA.
- 16.2.8 Breach means a failure, as determined by the ADIA-CCC panel, to comply with of any provision of the Code.
- 16.2.9 Code means this ADIA Code of Practice as amended from time to time.
- 16.2.10 ADIA-CCC Committee means the committee established in accordance with Clause 8.1.1 to administer the Code on behalf of the Board.
- 16.2.11 ADIA-CCC panel means the committee established in accordance with Clause 8.1.2 to hear complaints brought under the Code.
- 16.2.12 Complainant means a person who lodges a complaint with ADIA under the Code.
- 16.2.13 Complaint means a complaint lodged with ADIA under the Code.

This Compliance Guidance is does not form part of the Code and may be amended by the Authorised Officer as circumstances require.

- 16.2.14 Commercial Account is the trade account, line of credit or other transactional record used by a Member for the purposes of recording sales and invoicing a Healthcare Professional for the purchase of Therapeutic Products.
- 16.2.15 Secretary means the Authorised Officer or his delegate responsible for the administration of a Complaint or appeal under the Code.
- 16.2.16 Consultant means a Dental Professional who is engaged by a Member to act as a consultant to the Member.
- 16.2.17 Consumer means any person to whom a Dental Professional may Provide Care in which Therapeutic Goods are used.
- 16.2.18 Consumer Representative is a representative from a health consumer organisation or patient support group.
- 16.2.19 CPD Activity is any event, seminar, course, conference or similar continuing professional development program that permits a Dental Professional to meet their obligations set out in the *DBA Registration Standard: continuing professional development*.
- 16.2.20 Therapeutic Goods means any product encapsulated within the definition of "therapeutic product" as defined in Section 3 of the *Therapeutic Goods Act (Cth) 1989*.
- 16.2.21 DBA is the Dental Board of Australia.
- 16.2.22 Dental Professional is any individual registered by the DBA, or any national board within the Australian Health Professional Registration Agency (AHPRA) framework, to provide dental care, oral health care, medical care or patient diagnostic services. It may also include an individual responsible for procuring Therapeutic Products.
- 16.2.23 Oral Health Promotion Activity means any activity engaged in by a Member with the purpose of educating a consumer or consumers about a particular disease or condition.
- 16.2.24 Educational Institution is a not-for-profit provider of vocational and / or tertiary education accredited by government to issue Australian Qualifications Framework (AQF) qualifications.
- 16.2.25 Entertainment includes sporting event, musical or other forms of entertainment.

- 16.2.26 Gift is any good offered to a Dental Professional unless otherwise excluded under Clause 2.5, 2.6 or 2.7.
- 16.2.27 Hospitality means the provision of food and / or beverages and Entertainment (e.g. a play, concert, sporting event, etc).
- 16.2.28 Market Research means the gathering of data on the scope or demographics of a market and its components including the needs of customers.
- 16.2.29 Member means any: A business, including its employees, which is a Member of ADIA; any other person or business from the industry who submits to the complaints process and outcomes in accordance with the provisions of the Code; and any business that has contracted with ADIA to participate as an exhibitor at trade show or similar event.
- 16.2.30 Member Representative means any person or entity engaged to act for, employed by or retained for the purpose of advancing the interests of a Member pursuant to any agreement between the representative and the Member.
- 16.2.31 Product means any good falling within the scope of Clause 1.1.19.
- 16.2.32 Product Demonstration means a demonstration of the operation of a product and includes any discussion regarding the product features, benefits and performance and/or terms of sale of a product.
- 16.2.33 Professional Association means a clinical or other professional body representing Dental Professionals or other healthcare professionals.
- 16.2.34 Promotional Activity means any activity that directly or indirectly promotes or encourages the use, acquisition, or supply of a dental by purchase, sale or otherwise, or discourages such use, acquisition or supply of a competing dental, and includes the publication or dissemination of an advertisement.
- 16.2.35 Provide/s Care is defined by DBA from time to time in its *Code of Practice For Registered Dental Professionals* and may include, but is not limited to any care, treatment, advice, service or goods provided in respect of the physical or mental health of a person, whether remunerated or pro bono.

- 16.2.36 Registered Charitable Institution is a charity or not-for-profit organisation registered with the Australian Charities and Not-for-profit Commission.
- 16.2.37 Respondent means, in relation to a complaint, the Member (as defined in Clause 16.2.29) whose conduct is the subject of the complaint.
- 16.2.38 Therapeutic Good/s is any Therapeutic Good, medical device or medicine falling within the definition of "Therapeutic Goods" as defined in Section 3 of the *Therapeutic Goods Act (Cth) 1989*.
- 16.2.39 Trade Display means a display of a product or an advertisement or educational material about a product, where-so-ever presented.
- 16.2.40 Travel means: Transportation by airline, overseas / interstate passenger liner but does not mean transportation by public transport (e.g. busses, metropolitan train, local water ferry), taxi, hire car or limousine; and also overnight accommodation.
- 16.3 In the Code:
- 16.3.1 The singular includes the plural and vice versa and a gender includes other genders;
- 16.3.2 Another grammatical form of a defined word or expression has a corresponding meaning;
- 16.3.3 A reference to a Clause, paragraph schedule or annexure is to a clause, paragraph, schedule or annexure of the Code and a reference to the Code include a reference to and schedule or annexure;
- 16.3.4 A reference to a \$ amount is a reference to an amount of Australian currency;
- 16.3.5 The meaning of general words is not limited by specific examples introduced by including, for example or similar expressions and;
- 16.3.6 Headings are for reference only and do not affect interpretation; and
- 16.3.7 This edition of the Code replaces and supersedes all previous editions or drafts of the Code.
- 16.4 The Authorised Officer or his delegate is authorised to provide written advice to Members on the interpretation of the Code of Practice and its application to actual or proposed activities, and
- 16.4.1 The Complaints Secretary may seek an opinion from the ADIA-CCC Committee Chair, individual members of the ADIA-CCC committee or a meeting of the ADIA-CCC Committee convened for this

purpose before providing advice to the Member;
and

16.4.2 The provision of such advice does not exempt the Member or the situation from subsequently being subject to a complaint; and

16.4.2 In requesting then receiving advice, the Member accepts that the ADIA-CCC Panel and / or the ADIA-CCC Appeals Officer may a determination that is inconsistent with any advice tendered by the Authorised Officer; and

16.4.3 The Complaints Secretary shall provide a report to each Code Administration Committee meeting on all requests for advice received from Members, the nature of the advice given and any other relevant information.

16.5 The Code shall be accompanied by "Compliance Guidance" which shall be published as a companion to the Code, and:

16.5.1 A member may cite the "Compliance Guidance" when making a complaint and this may be considered by an ADIA-CCC Panel and / or the ADIA-CCC Appeals Officer; however, any such reliance on the "Compliance Guidance" may be dismissed by the ADIA-CCC Panel and / or the ADIA-CCC Appeals Officer.

16.5.2 The "Compliance Guidance" may be amended by the Authorised Officer as needs dictate.

End.

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This Compliance Guidance is does not form part of the Code and may be amended by the Authorised Officer as circumstances require.