



## **TERMS AND CONDITIONS OF TRAINING**

### **AEDP Diploma of Equine Dentistry**

**Course 2026b**



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## 1 INFORMATION AND ADVICE

- a) This document has been provided together with the Application for Training. Prospective applicants are advised to read this document carefully prior to completing the Application for Training and agreeing to this Terms and Conditions document.
- b) The prospective Trainee is encouraged to obtain information on commencing and operating a business from entities such as: Competition and consumer organisations, the taxation office, solicitors, accountants, chambers of commerce, professional advisers and other relevant public and private organisations.
- c) By completing and signing the separate Application for Training the applicant agrees to be bound by these Terms and Conditions. There is no provision for a cooling off period following submission of the application for Training.

## 2 DEFINITIONS

### 2.1 Educator

Peter Borgdorff who provides or arranges the provision of theoretical and practical tuition.

### 2.2 Trainee

The person intending to receive, receiving or having received theoretical and practical training and tuition.

### 2.3 Training

Tuition to enable the receiver to achieve sufficient theoretical and practical competence to complete a range of routine and complex procedures in equine dentistry.

### 2.4 Client

A person requesting dental treatment for a horse in his or her care or ownership.

### 2.5 Patient

A horse which has been submitted by a Client for equine dental treatment.

### 2.6 Publication

Document sign label engraving embroidery and their printed and electronic representations and parts thereof provided or intended to be provided primarily for viewing by persons other than the Educator or Trainee.



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## 2.7 Business

The business conducted as the Australian Equine Dental Practice with Australian Business Number ABN 45 683 471 882.

## 2.8 Consideration

Payment for goods and services provided by the Australian Equine Dental Practice.

## 2.9 Course Work

The work produced by the Trainee as a result of participation in Training limited to the duration of the Training period.

## 2.10 Instrument Set

Equipment as described which will enable Trainees to conduct routine equine dental procedures. This Instrument Set does not include any motorised equipment or dental restoration equipment.

## 3 EDUCATION AND CONSIDERATION

- a) The Educator will provide or arrange to provide basic theoretical and practical instruction to the Trainee (the Training) to enable the Trainee to work as an Equine Dentist.
- b) In return for being admitted to the Training and participating in the Training the Trainee pays certain fees (the Consideration).

## 4 WARRANTY AND INDEMNITY

- a) Participation and successful completion of Training provides the basis for the running of an equine dentistry practice in many countries. The Trainee agrees that this does not constitute a guarantee by the Educator that all procedures covered in the Training are legally permitted in every country the Trainees wishes to operate in.
- b) The Trainee will indemnify the Educator against all actions, proceedings, claims and demands made against the Educator by reason of the ownership or operation of an equine dental practice by the Trainee at any time after the completion of Training.
- c) The Trainee will indemnify the Educator against all actions, proceedings, claims and demands made against the Trainee as a consequence of participation by the Trainee in the course. It is the sole responsibility of the Trainee to have adequate insurance to cover their work during the training.

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- d) The Trainee will indemnify the Educator against any claims resulting from any accidents, injuries or adverse physical conditions sustained by the Trainee as a result of work undertaken during the Training. It is the sole responsibility of the Trainee to have adequate insurance to cover their work during the training.
- e) Relevant Conditions
- The Trainee has made himself or herself aware of the physical and mental demands of Training and subsequent work as an equine dentist and declares to have fully and truthfully disclosed all conditions that may affect successful course participation, including:
- i. Past, existing or recurring physical conditions including physical impediments likely to affect the ability to conduct demanding physical work
  - ii. Existing or recurring psychological conditions
  - iii. Taking any medication likely to impair reaction time or cognitive function
  - iv. Learning difficulties
- f) In regard to existing or recurring physical or mental conditions present in the Trainee, the Trainee will inform the Educator by attaching advice to the application that there may be a need for modifications to Training processes. The Educator will take that advice into consideration.
- g) The Trainee hereby acknowledges that the he or she has relied on the Trainee's own investigations and enquiries to make the decision to participate in the Training. The Trainee accepts that only these Terms and Conditions form the basis of the Application for Training and that no warranty, assurance, promise, condition, representation or other terms relevant to the application for Training exist between the prospective Trainee and the Educator.



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## **5 TRAINING COMMENCEMENT AND DURATION**

- a) The commencement dates and duration of Theory and Practical Training are specified on the Application Form.
- b) Training in the form of distance education, lectures and practical tuition will take place over a total period of 25 weeks (24 weeks for vets) and will consist of a level of instruction which enables the Trainee to gain sufficient theoretical knowledge and experience in practical procedures to be able to conduct an equine dental practice based on the methods of the Educator.
- c) In the event that the Educator or close relative suffers death, serious illness or serious accident preventing the scheduled Training from taking place, the Training may be interrupted for up to 6 months and subsequently resumed by representatives of the Educator.
- d) In the event that the Trainee suffers serious illness or accident preventing participation in Training the Trainee may resume in the corresponding part of the next Training intake.

## **6 COMPONENTS OF TRAINING**

Elements of the course in the form of theory instruction are provided by the Educator and the Trainee will be completing relevant tasks as instructed by the Educator. The Trainee will also be required to perform practical tasks under instruction during the practical training period. The time schedule setting out the dates for Training are specified in the Training application. Subject to the terms of this contract, the Educator will make every effort to ensure Training keeps to the Training schedule and that it broadly contains the following subjects:

- Theory Week 1
  - Basic evolution, terminology, anatomy, cardiovascular and respiratory systems.
- Theory Week 2
  - Head terminology, surface anatomy and musculoskeletal anatomy.
- Theory Week 3
  - Terminology and anatomy of the head, feeding and digestion, teeth and their placement.
- Theory Week 4
  - Neuroanatomy, bone structures, musculature of the head.

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- Theory Week 5
  - Whole body terminology, blood and bodily fluids, arteries and veins.
- Theory Week 6
  - General physiology, the kidneys, respiratory disorders, TMJ, teeth and their placement.
- Theory Week 7
  - Circulatory system, endocrine system, periodontal structures, business marketing and planning
- Theory Week 8
  - Gingival, mucosal structure and function, circulatory system.
- Theory Week 9
  - Alimentary tract, larynx and pharynx, dental structure, parasites, bit and bit fitting.
- Theory Week 10
  - Horse handling and care, nervous traits, business planning.
- Theory Week 11
  - Condition scoring digestive system disorders, salivary glands and ducts, salivary function.
- Theory Week 12
  - Sedation considerations, genetic and congenital abnormalities, nutrition and special needs, dental disorders, colic, hygiene. (Vet: sedation and diagnostics)
- *Practical Week 1*
- *Practical Week 2 (vets also)*
- *Practical Week 3 (vets also)*
- *Practical Week 4 (vets also)*
- Theory Week 13
  - Assessment methods and techniques, pasture management, hygiene. (Vet: imaging and diagnostic methods)
- Theory Week 14
  - Introduction to international standards, feeding for performance, systemic disorders, treatment and after-care. (Vet: holistic treatment methodology)
- Theory Week 15

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- Dental correction, oral prophylaxis, staged bite correction, you, your practice and standards compliance. (Vet: surgical case management)
- Theory Week 16
  - Major disorders and their treatment, practice accreditation.
- Theory Week 17
  - Skills application, treatment variations, case considerations, equipment overview.  
Introduction to practice and procedures
- *Practical Week 5*
- *Practical Week 6 (vets also)*
- *Practical Week 7 (vets also)*
- *Practical Week 8 (vets only- surgical supplement)*

Practical Weeks comprise a total of 7 weeks for non-vets and 6 weeks for vets. Practicals include skills development in practice, applied knowledge testing, client relations, complex case management; surgical parameters (vets only)

### 7 ENTITLEMENT DURING AND AFTER TRAINING

- a) The Trainee will be entitled to claim the title 'Trainee of the Australian Equine Dental Practice' during the Training.
- b) The Educator will, immediately after Training is successfully completed, provide your name on the main web site representing the Business to signify you have completed the course. The name will be retained on the web site for a period of 12 months and any extension of that term is at the sole discretion of the Educator.

### 8 ENTITLEMENT ON SUCCESSFUL COMPLETION OF TRAINING

Upon satisfactory completion of Training and subject to full payment of all fees due to the Educator the Trainee will receive:

- a) Document- A Diploma document displaying the words 'AEDP' and 'Diploma of Equine Dentistry' indicating that the Trainee has successfully completed Training with the Business.
- b) Title- The right to use the words 'Diploma of Equine Dentistry (AEDP)', 'Diploma of Equine Dentistry' or 'Dip EqD' indefinitely.

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- c) Assistance- For a period of 12 months the Educator will respond to reasonable requests for advice from the Trainee by telephone and by E-mail. This period is effectively an extension of the Training which enables the Trainee to receive further tuition. This tuition takes place under the terms of this agreement and is of a general nature and must not be interpreted to apply to any individual case nor take the place of equine dental or veterinary consultation in person.

### 9 TRAINING RECOGNITION

The Training has no official status in the Australian national education system. It is a private course. The Educator will promote the merit of all Trainees who have completed Training with the objective of Trainees being formally recognised in any official governing body that may be established in future.

### 10 PROTECTION OF THE BUSINESS

The Educator intends to provide the best Client service model to the Trainee by allowing the Trainee to participate in the Business at all levels. That includes visiting Clients and treating Patients of those Clients. In recognition of the fact that this Training model allows the Trainee unrestricted access to the equine dental practice of the Educator during training, the Trainee agrees:

- a) To treat all information pertaining to the Business including Client and Patient information as confidential and not to divulge such information to anyone other than the Educator unless instructed. The Trainee agrees to safeguard and protect all such information in the care of the Trainee.
- b) Other than with the express consent of the Educator the Trainee will not provide, directly or indirectly, any dental treatment to any Patient of the Business:
- During the Training
  - For a period of 12 months after completion of Training unless otherwise permitted by law.
- c) Not provide assistance to any person active in the field of equine dentistry for a period of 12 months after completion of Training if this is likely to harm the Business.
- d) Not to purport in writing, verbally or otherwise that the Trainee has any authorisation or affiliation with the Business unless this has been agreed to in writing by the Educator. Without such agreement the use of any element representing the Business that may give the public the impression that the conduct or enterprise of the Trainee is part of, associated with or approved by the Educator will be considered as 'trading off'.
- e) To afford colleagues of the Educator who collaborate with the Business the same protection as the Business including protection as described in the aforementioned clauses a-d.



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## **11 TERMINATION OF TRAINING**

At the sole discretion of the Educator, Training will be terminated and the Trainee may be permanently disqualified from further Training if, and where appropriate after being given reasonable warning by the Educator:

- a) The Trainee fails to commence training.
- b) The Trainee abandons Training or fails to make reasonable attempts to continue Training when asked.
- c) The information supplied by the Trainee in his or her application or in support of that application is false or misleading and of such nature that the omitted information would have led to rejection of the application for Training.
- d) The Trainee lacks suitable equine handling skills and displays irresponsible behaviour during practical sessions thus posing a danger to others involved in the delivery of Education.
- e) The Trainee, after being given reasonable warning by the Educator, engages in disruptive behaviour or does not uphold the standards expected in the conduct of the Business.
- f) The Trainee negatively misrepresents the Educator or the Business.
- g) The Trainee repeatedly fails to attend or is late for any part of Training sessions or repeatedly fails to provide work in accordance with the scheduled timetable set by the educator.
- h) The Trainee is unwilling to complete or is physically or mentally unable to complete tasks which form part of normal Training procedures.
- i) The Trainee is acting dishonestly when taking part in any assignment, exam, theory or practical test.
- j) The Trainee is 21 days or more in arrears with Training payments.
- k) The Trainee fails to successfully complete a theory or practical exam and fails to pay the reasonable costs to enable the Educator to provide a replacement exam.

In any such aforementioned case or cases:

- l) The Trainee will not be entitled to reimbursement.
- m) The Trainee agrees not to make claim or give the impression to have completed or partly completed Training or that the Trainee is participating in training.
- n) The Trainee agrees not to claim or give the impression to be associated with the Business.

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Except for terms referred to under clause 12a to 12k above if the Educator prematurely effects termination of Training or the Educator is unable to complete Training for reasons within or outside of the control of the Educator, the Educator or his representatives will endeavour to arrange substitute education which aims to achieve a similar outcome to the AEDP Training. The Trainee agrees to participate in such substitute education. If no substitute education is offered, the Educator will:

- o) Reimburse the pro rata Training fee based on the component of tuition not completed and
- p) Deduct AU\$800- from the reimbursement for administrative costs and
- q) Make such reimbursement within 90 days from cessation or at such time as mutually agreed.

## 12 DISPUTE RESOLUTION

Should there be any dispute, controversy or claim arising out of, relating to, or in connection with the Training, this contract including any question regarding its existence, validity or termination that cannot be resolved between the Educator and the Trainee, it is hereby agreed that such matters shall be resolved by professional arbitration in accordance with the ACICA Arbitration Rules.

Cost for arbitration will be borne equally by both parties except in the case where one party is judged by the tribunal to have made a claim that is vexatious or significantly at fault for having caused a reason for arbitration, in which case that party will bear the full cost.

## 13 ASSIGNMENT OF COPYRIGHT

The Course Work completed by the Trainee is an indirect product of the course material created and provided by the Educator. The Educator seeks to protect the unique content and the unique structure of this information. The Trainee herewith assigns copyright ownership to the Educator for of all Course Work produced by the Trainee. Where the Trainee requests to have a small part of the Course Work released for publication the Educator shall not unreasonably withhold permission to allow that part of the Course Work to be published with the appropriate copyright notice.

## 14 INTELLECTUAL PROPERTY AND LICENCE FEES

All electronic or cognitive representation of intellectual property owned by the Educator is subject to applicable laws governing intellectual property. Intellectual property made available to the Trainee may include text books, exam papers, oral tuition, lecture assignments and other such elements are for the use of the Trainee during Training and no such intellectual property may be publicly or privately shared by the Trainee with any others after Training is completed.

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Other than material used for private learning purposes the Trainee is not authorised to make use of any intellectual property after Training. The use of name derivations, logos, treatment forms and other material is strictly prohibited unless expressly agreed to by the Educator. Intellectual property owned by the Educator includes but is not limited to:

- a) Business Name and Trade Mark: The Australian registered business name number 490970 Australian Equine Dental Practice ("Business Name 490970") has been used as a trade mark since 1980.
- b) Registered Trademark: The trade mark depicted by the rearing horse silhouette in the vertical stripe of a cross which is formed by stripes and the word DENTAL ("the Dental Trade Mark") registered number 788419.
- c) Other Copyright Material:
  - i. text books
  - ii. assignment details
  - iii. book reference lists
  - iv. treatment records
  - v. business cards
  - vi. treatment summaries
  - vii. charts
  - viii. drawings
  - ix. calendars
  - x. web site content
  - xi. equipment drawings
  - xii. clothing designs

The Educator is entitled to licence fees for the use of intellectual property owned by the Educator when it is used by others. Where it is evident that the Trainee has used an item of intellectual property owned by the Educator and no prior agreement to use such property has been negotiated nor prior written consent obtained from the Educator, it constitutes a breach and the Educator will advise the Trainee upon discovery of such breach in writing by stating details of the breach. The Trainee herewith agrees that upon receipt of the aforesaid notification, the Trainee will immediately cease the breach and will within 30 days pay to the Educator a retrospective licence fee for each breach incident. That retrospective licence fee is \$200 for each such incident. Examples of incidents are:

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- i. Each day or part thereof during which an item of intellectual property owned by the Educator is published on a web site. An example of a breach is the copying of a piece of writing and having it on a web page without attribution and the prior written consent of the Educator. The licence fee would be applied per day per separately identifiable piece of writing.
- ii. Each occasion at which an item of intellectual property owned by the Educator is handed to a third party. An example of an incident of use is the handing of a copied treatment record to a client when such treatment record is clearly based on that of the Educator.
- iii. Each occasion that a client record obtained from the Educator without written permission is used to contact a Client. Each making of contact constitutes a breach as the Trainees is not licensed to use any Client information in any form.

The Trainee is advised to contact the Educator if there is any doubt about the use of information available to the Trainee. Written agreements are far preferable over the payment of substantial retrospective licence fees to the Educator.

### 15 AGREEMENT TO PUBLISH

Unless a request to the contrary is made to the Educator, the Trainee agrees to the publication of photographs and other types of images depicting the Trainee or written references about the Trainee in training. The Educator agrees to only publish photographs, images and references which do not reflect negatively on the Trainee.

### 16 CONTACT BETWEEN TRAINEES

The Trainee can indicate on the application form whether the Educator is permitted to facilitate contact between Trainees with the aim of providing Trainees with a support network. If permission is granted by the Trainee, the Educator will provide other Trainees with your name, phone number, training E-mail address, town and state. The Trainee will not subsequently hold the Educator liable for the consequences of providing such information to other Trainees.

### 17 TRAINING FEES

In consideration of the Training the Trainee shall pay the Educator the Training fees specified in the Training application. Payment of training fees is due before dates as follows:

- a) 7 days after the advice of acceptance has been issued to the applicant:
  - o Non refundable deposit of AU\$3,000

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- b) 14 days prior to course start:
  - Payment 2 which is 50% of (the total training amount minus the deposit amount)
- c) 45 days after the course start:
  - Payment 3 comprising 50% of (the total training amount minus the deposit)

In cases where the Educator and the Trainee have agreed to a written payment plan, amounts are payable on or before the dates specified in such payment plan. If the Trainee is in default of the payment plan, the full amount for training is due and payable within 21 days of the default occurring. If there is no rectification of the default the Training may be terminated. In addition to the default amount owed, the Trainee agrees to pay to the Educator:

- a) Interest accrued from the time any payment was due at the annual rate of 10% payable pro rata.
- b) Full costs incurred or disbursed by the Educator for debt recovery and civil litigation if applicable.

### 18 INSTRUMENT SET

1. After commencing Training the Trainee must make arrangements to be supplied with a standard set of treatment equipment (Instrument Set) as specified by the Educator hereunder. This may be ordered from the Educator by the Trainee. Alternatively the Trainee is at liberty to purchase equipment from another supplier but if items purchased by the Trainee in this manner are not suitable in the opinion of the Educator these items must be promptly replaced with suitable items.
2. The Trainee must allow sufficient time for the delivery of the Instrument Set described herein. Certain new items supplied by the Educator will be modified in order to make them suitable for appropriate use.
3. The instrument set consists of:
  - (a) Equipment bucket, rectangular
  - (b) Equipment bucket insert
  - (c) Speculum/gag, stainless, modified
  - (d) Files:
    - i. Set of 6 stainless steel file holders with ergonomic nylon handles
    - ii. Set of 6 tungsten file inserts (blades)
    - iii. File holder keys and spare screws
  - (e) Forceps:

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- i. Forceps, deciduous incisor
  - ii. Forceps, wolf tooth
  - iii. Forceps, separators
  - iv. Forceps, rongeurs
  - v. Forceps, scaling
  - vi. Forceps, lower molar
  - vii. Forceps, upper molar
  - viii. Forceps, molar separators
  - ix. Forceps, tweezers, tungsten
- (f) Periodontal:
- i. Probe, proximal, small
  - ii. Probes, proximal, large, round+flat
  - iii. Dental scaler, double-sided point-round
  - iv. Mirrors, short+long handle
- (g) Surgical
- i. Root elevators, angled, L+R
  - ii. Root elevator, contra angle
  - iii. Root elevators, T-bar, L+R
  - iv. Scalpel handle
  - v. Scalpels no. 15
  - vi. Wolf tooth burin and mallet
- (h) Peripheral
- i. Disinfectant sprayer unit, modified
  - ii. Stainless steel instrument dish
  - iii. LED torch
  - iv. Tool case
- (i) The advanced instrument set is not included. It is optional. If ordered, it will include:
- i. Motorised handpiece, E-type dental standard with foot speed control



- ii. Water cooling attachments for sprayer connection
- iii. Set of burs and discs for incisor modification and tooth preparation
- iv. Instruments and applicators for partial pulp extirpation and pulp capping
- v. Set of preparatory compounds and fillers

## **19 EQUIPMENT SUPPLY**

During Training the Educator will provide treatment instruments and equipment that can be used by the Trainee for that purpose and the Educator will bear the corresponding costs of running and maintaining that equipment.

To enable the Trainee to run a practice after Training is completed the Educator is able to supply a basic Instrument Set as listed above if such purchase is requested by the Trainee. In addition to the basic Instrument Set, the Trainee may also purchase the optional set of advanced equipment in which case the same procedure as for a basic Instrument Set applies. Upon request the Trainee will be provided with an approximate cost estimate prior to ordering.

Although minor requests for customisation will be considered by the Educator, the Educator will only supply the complete Instrument Set and will not supply individual components to Trainees. Order, payment and supply take place as follows:

- a) The Trainee advises the Educator at least 30 days prior to commencement of the second practical Training phase that he or she intends to purchase the Instrument Set.
- b) The Educator will issue the Trainee with a detailed quotation for approval by the Trainee. If approved by the Trainee by written confirmation, this will be followed by an invoice for the equipment which requires payment within 14 days of the date of issue. All equipment prices show a Goods and Services Tax (GST) inclusive amount for Australian supply.
- c) Following payment the Educator will supply the Instrument Set during the final practical Training phase. Delivery may be delayed at the request of the Trainee if equipment is to be exported. The equipment needs to remain unused and exported within 30 days of supply to avoid being charged GST. The Educator will issue the Trainee with a detailed invoice excluding GST which requires payment within 14 days of the date of issue.