

Policy and Procedure:

Complaints against an EVDC Diplomate, Resident or Candidate of the College

V1. June 2024

This document sets out the European Veterinary Dental College's (EVDC) policy and procedure regarding Complaints against a Diplomate, Resident or Candidate of the College. A complaint may be made by another College, a Diplomate of any EBVS registered college, a Resident of the EVDC or any other Specialist College, an examination candidate of the EVDC or another Specialist College, any veterinarian or member of the public. The following policies and procedures have been modified from the EBVS best practice guidance and can be found in the current EBVS Policies and Procedures document.

Definitions

EVDC- European Veterinary Dental College.

EBVS – European Board of Veterinary Specialisation.

Complainant – The individual submitting the complaint.

Respondent – The person being accused.

Complaint - A report related to dissatisfaction on an issue that is referred to the EVDC.

Grievance – A formalised complaint that is taken forward by EVDC for investigation.

EC – Executive Committee.

IO – Investigating Officer.

A complaint about a person involved with the College may be raised on the following grounds:

1. Professional matters including, but not limited to unprofessional behaviour, falsifying or altering clinical records after the fact, false certification, dishonest clinical research and plagiarism, practising when

unfit to do so, use of illegal drugs, breaching Professional Codes of Conduct.

2. Employment matters including, but not limited to physical, sexual, or psychological harassment, bullying, failing to meet obligations as a supervisor or residency director.
3. Academic misconduct such as plagiarism, false authorship, examination misconduct.
4. Clinical misconduct including but not limited to animal abuse, illegal clinical procedures, unethical clinical activity, unethical clinical research, false certification.

Complaints about a Diplomate or Resident relating to professional integrity, malpractice or fitness to practice should be referred to the relevant national professional regulatory body where the respondent is registered. Complainants to the College should be referred to that authority.

The EVDC has no jurisdiction over complaints originating from employment conditions, contract disputes, or dismissal disputes as these are employment matters, which should be addressed according to the employment legislation in the country from which the dispute arises

Misconduct by a Diplomate, Resident or Candidate that directly impacts the function of the college should be considered where appropriate, which according to the EVDC Constitution and Bylaws includes any unprofessional or unethical behaviour.

Policy

1. Complaints should be submitted in writing to the EVDC Secretary (Secretary@EVDC.org), including all supporting evidence. Anonymous complaints will not be investigated.

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2. The Executive Committee (EC) of EVDC will make an initial assessment to decide whether the complaint falls within its remit and whether allegations warrant further investigation and should be escalated to a grievance.
3. If further investigation is warranted, the EC will appoint at least one investigating officer (IO) who will investigate the allegations and communicate with the complainant and respondent. In complex cases, up to three IO may be appointed, with one acting as the Chair. The IO's must have no prior knowledge of the accusations and should have no current or historic relationship with the respondent, complainant or any aspect of the investigation, Each IO must sign a non-disclosure agreement (NDA-see Appendix I).
4. The IO will present a report to the EC, which should contain a clear recommendation. This might be to dismiss the grievance or uphold it. The IO should also make a recommendation on any disciplinary procedure. Where recommended conditions have impact on the earning potential of the individual, the EC should form a disciplinary panel of three Diplomates of EVDC or other EBVS colleges, as determined appropriate by the EC of EVDC, to consider the case.
5. As the outcome of any disciplinary procedure, the College may impose sanctions as considered appropriate, which include:
 - a. Undertakings
 - b. Conditions
 - c. Temporary or Permanent Exclusion from the College.
6. An appeal against the outcome may be made by the respondent, and this would be considered by EBVS. See the *EVDC Bylaws, Article 10: Appeals against an adverse decision* and *EBVS Policies and Procedures E: Appeals procedures*. If the complainant is not content with the outcome, a complaint from this person would only be considered where there was evidence of procedural irregularities., which would need to be presented as a complaint against the College. See *EBVS Policies and Procedures document Section D1: Disciplinary action against a College*,

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7. A tally of the number of complaints should be included in the annual report of the College.

Procedure

When considering any formal complaint against a Diplomate, Resident or Candidate, the principles of fairness, confidentiality and natural justice should always be adhered to.

1. Any complaint must be provided in writing and sent to the Secretary (Secretary@EVDC.org). This should clearly document the allegation or allegations and include as much supporting evidence as possible. This should normally occur within 6 months of the alleged actions.
2. Upon receipt of a formal complaint, the EVDC Executive Committee (EC) must decide if there is evidence of potential misconduct which requires investigation. This should normally be performed within 10 working days of receipt of the complaint.
3. The EC must consider the best route to resolution. Whether it is a professional conduct matter which the national licensing authority should deal with, a human resources matter which the employer should deal with, or a College matter which requires investigation.
4. If the EC decides there is evidence of misconduct which directly affects the College and needs investigating, the Complainant should be notified accordingly that the complaint has been escalated to a grievance. If the complaint is dismissed without investigation, the respondent will not be informed of the allegation. Upon dismissal of a complaint, all records pertaining to the complaint will be deleted after 60 days.
5. Upon EC's decision to escalate the complaint to a grievance, the respondent will be made aware of the allegation, normally within 10 working days. However, the welfare and mental health impact of the individual must be considered. No communications (other than outcomes which do not affect the individual) should be sent at the end of a working day, nor at the end of a working week, where individuals may lack

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professional support networks. The College must make all reasonable attempts to understand the individual's working patterns. The dignity of the individual must be maintained at all times.

6. When a complaint is escalated to a grievance, the EC must appoint at least one Investigating Officer (IO). The IO should be an EBVS Diplomate (from any College) who has no current or historical relationship with the individual or any aspect of the investigation. For example, if the allegation relates to the examination process, no member of the examination committee of the College should be appointed. A past member of the EC may be appropriate. In complex cases, up to three IO may be appointed, with one acting as the Chair. For assistance with appointing an IO, the EBVS can make recommendations (info@EBVS.eu). Each IO must sign a non-disclosure agreement (see Appendix I). The respondent should be allowed to raise a formal objection to the appointment of an IO, where they can document a conflict of interest
7. The EC must also offer to appoint a Welfare Officer (WO) who should act as a mentor/supporter to the respondent and provide support throughout the investigation process. This person may accompany the respondent to any meeting (in-person or virtual) and ask for clarification of any questions but cannot answer on behalf of the respondent. This person may not be a legal representative or family member.
8. The EC should serve the respondent notice that an allegation has been made against them, including the reasons why an investigation is necessary. This procedure and policy document should be shared with the respondent, so that they are aware of the procedure, policy, timeframes and potential outcomes of such a complaint. The name of the IO should be made known to the respondent.
9. The respondent will normally have 15 working days to respond to this notice in writing. An interview with the respondent may also occur, either physically or online. This meeting must be conducted in English and should be recorded (online) or have minutes taken (physical).

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10. The IO should then gather further supporting evidence from the complainant if required. This might include an informal interview, or witness statements. If further allegations emerge during the investigation, the respondent should be notified in writing, and the new allegations investigated.
11. The EC should normally receive the summary report from the IO within 45 working days of the respondent's notification. However, complex cases may require longer and are permitted. Where a longer time for investigation is required, the IO should inform the EC and respondent at the earliest practicable opportunity.
12. A conclusion of the report from the IO should normally be performed within 60 working days of the individual's notification. However, complex cases can take longer at the EC's authority, as long as the individual is kept up to date. The complainant and respondent must be notified of the decision at the same time.
13. The maximum period for the conclusion of an investigation should be 6 months from the first response of the respondent.
14. The EC should act swiftly upon receiving the recommendations in the report from the IO where a disciplinary panel is not required, such as dismissal of the allegations, warnings, undertakings or conditions that will not significantly impact on the role of the individual. An extraordinary board meeting should be convened, unless a meeting is imminent.
15. Where recommended conditions have impact on the earning potential of the individual, the EC should form a disciplinary panel of three members to consider the case.
 - a. The disciplinary panel should be independent EBVS Diplomates and could be chaired by someone outside of the College, who ideally has experience of conducting such panels in academic settings.
 - b. The panel should consider the verbal and written reports of the individual and IO either synchronously in a meeting or through

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- individual meetings/submissions. The panel must consider responses from the individual to the IO's report.
- c. The panel should only consider mitigating circumstances when it comes to the severity of the sanctions, and not when considering the importance of the misconduct,
16. The EC may refer any case to a disciplinary panel irrespective of the IO's report.
 17. Sanctions must be considered one by one, starting with the least severe.
 18. Sanctions available include:
 - a. Written warning from the EVDC President.
 - b. Suspension from supervising EVDC residents.
 - c. Requirement to undertake further professional development (clinical or non-clinical [such as incivility training/anger management]) and proof of change prior to any Diplomate re-certification period.
 - d. Temporary suspension of membership to the College with a defined time.
 - e. Permanent expulsion from the College with no option to re-apply.
 - f. Suspension from a training programme (Residents) or barring from sitting certifying examinations (Candidates).
 - g. Temporary or permanent suspension from running an EVDC training programme.
 - h. Any other sanction as deemed appropriate by the EC.
 19. Where the sanction is suspension of membership, the EVDC Constitution and Bylaws will be followed (see Appendix II). The EVDC Constitution and Bylaws are available from https://www.evdc.org/about_evdc/constitution_and_bylaws
 20. The final decision must be communicated to both the EBVS and the respondent's relevant professional regulatory body.
 21. The outcome must remain confidential, unless the decision is to permanently or temporarily suspend membership to the College. No

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public statement will be made, and no comments will be provided about the reasons for suspension or expulsion from the College. If the individual continues to make claims to be an EVDC Diplomate or EBVS Specialist, a public statement may be made to this effect.

22. Upon conclusion of the investigation. The IO's and Disciplinary panel members must forward all documentation (written and recorded) relating to the investigation to the EVDC Secretary and delete all records from their own devices, storage devices, cloud storage and email accounts. The EVDC will retain records pertaining to the investigation for a period of 5 years. After this time, only summary details (name, offence, outcome) should be retained in perpetuity.
23. At all times during the investigation, confidentiality and adherence to General Data Protection Regulations (GDPR) should be strictly maintained. Documents should not be shared by email unless they are password protected and redacted. Documents should not be stored in shared academic/personal/ corporate document stores. Before sharing any documents, all parties should sign a non-disclosure agreement (NDA). A copy of which can be found at the end of this document (Appendix I). In addition, personal data should be handled according to any national laws in the country from which the complaint arose. Both the Complainant and Respondent should not discuss details of the grievance with anyone other than the IO, WO or any witnesses.

Guidance for the Investigating Officers (IO's)

If an allegation is received and the EC believes there is evidence of misconduct, it should be fully investigated to identify if the Diplomate, Resident or Candidate is guilty of misconduct or gross misconduct which contravenes the EVDC Constitution and Bylaws regarding non-professional and unethical behaviour, or any other behaviour which impacts the function of the College. The IO should inform the respondent that an allegation has been made, what the allegation is and why it needs investigating (e.g. it breaches the professional standards for

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membership of the College because of unethical behaviour). The individual will normally have 15 working days to respond to this notice in writing. The IO can also offer to have a face-to-face meeting with the individual (which can be performed virtually), however the meeting must be recorded, and all parties must consent to this. The official Secretariat to the College (PCO) can assist with setting up and recording a Zoom or Teams meeting to facilitate this.

The IO must consider the complaint and allegations in detail, to identify witnesses and checkable facts. The purpose of the investigation is to:

- Gather evidence to establish the facts and circumstances of the alleged misconduct.
- Assist the Executive Committee in deciding on the balance of probabilities (is it more likely than not), based on the evidence and considering all of the circumstances whether there is a case to answer in respect of either misconduct or gross misconduct or that there is no case to answer.
- Identify any learning for the individual.

A severity assessment must be made to decide if the conduct (if proved or admitted) would amount to misconduct or gross misconduct

Misconduct implies unacceptable or improper behaviour. It is usually unintentional, not malicious and has limited effects on other people.

Gross misconduct is a serious infraction and might include but is not limited to physical violence, bullying, theft, fraud, damage to property or premises, harassment or discrimination, offering or accepting bribes, misuse of confidential information, bringing the College into disrepute, breach of confidence.

**UNSATISFACTORY
PERFORMANCE**

MISCONDUCT

**GROSS
MISCONDUCT**



Careless	Foolish	Deliberate	Pre-meditated
Got it wrong	Stupid	Can do it but won't	Knew it was wrong but went ahead
Need to learn & improve	Human frailty	Persistent	Criminal
Personal problems	Bad day at work		
Not good at the job			

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Appendix I: Non-Disclosure Agreement (NDA)

CONFIDENTIALITY AGREEMENT

This Agreement is made on the date of last signature below.

Between

1. European College of Veterinary Dentistry a company incorporated in England and Wales with registered number 06950998 whose registered address is 82B High Street, Sawston, Cambridge, CB22 3HJ (the **Disclosing Party**); and
2. _____ of _____, _____ (the **Receiving Party**) (together the "Parties").

Meanings

1. These words and phrases have defined meanings:

Agreement	this confidentiality agreement and any amendments;
Confidential Information	any information disclosed by or on behalf of the Disclosing Party to the Receiving Party during the Term that at the time of disclosure (whether in writing, electronic or digital form, verbally or by inspection of documents, computer systems or sites or pursuant to discussions or by any other means or other forms and whether directly or indirectly) is confidential in nature or may reasonably be considered to be commercially sensitive and which relates to the business and affairs of the Disclosing Party including but not limited to: (a) all Intellectual Property Rights of the Disclosing Party and (b) all analyses, compilations, studies and other documents prepared by the Receiving Party which contain or otherwise reflect or are generated from the information referred to above (c) personal data regarding an individual;
Effective Date	the date of last signature of this Agreement;
Intellectual Property Rights	all trade and service marks, registered and unregistered design rights, all design right applications, patents, copyrights, database rights and rights in know how, confidential information and inventions and other intellectual property rights of a similar or corresponding character whenever and however arising and all renewals and extensions of such rights which may now or in the future exist;

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Permitted Purpose	To assist in the assessment of a complaint against a Diplomate, Resident or Candidate;
Term	the term of this Agreement;
Working Day	any day other than a Saturday, Sunday or bank holiday in England and Wales.

2. Unless the context requires a different interpretation:

- a. the singular includes the plural and vice versa;
- b. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement;
- c. a reference to a person includes firms, companies, government entities, trusts and partnerships;
- d. the term 'including' does not exclude anything not listed;
- e. "including" is understood to mean "including without limitation";
- f. reference to any statutory provision includes any modification or amendment of it;
- g. the headings and sub-headings do not form part of this Agreement.

Obligations in Relation to Confidential Information

3. In consideration of the disclosure to it of Confidential Information by the Disclosing Party, the Receiving Party undertakes that it will:

- a. keep all Confidential Information strictly confidential and not disclose any part of it to any other person without the Disclosing Party's prior written consent;
- b. not use any part or the whole of the Confidential Information directly or indirectly for any purposes other than the Permitted Purpose without the express written consent of the Disclosing Party; and
- c. use a reasonable degree of care to protect the Confidential Information.

Ownership of Confidential Information

4. The Confidential Information (including any Intellectual Property) remains the property of the Disclosing Party. The disclosure of the Confidential Information does not give the Receiving Party any rights of ownership in the Confidential Information.

Exceptions to Non-Disclosure and Confidentiality

5. The obligations of confidentiality set out in this Agreement do not apply to any information which:

- a. is already known to, or in the possession of, the Receiving Party at the time of its disclosure by the Disclosing Party and is not subject to any obligation of confidentiality;
- b. is, or becomes through no wrongful act or default of the Receiving Party, public knowledge;
- c. is received from a third party in circumstances where the Receiving Party has no reason to believe that there has been a breach of a duty of confidence;
- d. is approved for disclosure in writing by the Disclosing Party;

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- e. must be disclosed by law or the rules of any court or other body of competent jurisdiction, any governmental or regulatory body or any recognised investment exchange.

Term and Return of Confidential Information

6. This Agreement comes into force on the Effective Date and continues in force until the fifth anniversary of this Agreement, unless terminated earlier at any time by either Party giving written notice of termination to the other.

7. On termination of this Agreement or on demand by the Disclosing Party, the Receiving Party must immediately stop using all Confidential Information, return all Confidential Information to the Disclosing Party and provide a certificate to the Disclosing Party certifying that no copies of the Confidential Information have been made or retained.

Remedies

8. Both Parties acknowledge that damages alone are not an adequate remedy for any breach of this Agreement by the Receiving Party.

9. The Disclosing Party is entitled to the remedies of injunction, specific performance and other equitable relief for any breach of this Agreement by the Receiving Party (actual or threatened), without prejudice to any other rights and remedies available at any time.

Limitation of Liability

10. Each Party warrants to the other that it has the legal right and authority to enter into and perform its obligations under this Agreement.

11. Subject to the above, the Disclosing Party (including its employees, officers, agents, subsidiaries or any other associated third parties associated) does not accept responsibility or liability for the Confidential Information. The Disclosing Party makes no representation or warranty, express or implied, that the Confidential Information disclosed is accurate or complete.

Circumstances Beyond the Control of The Parties

12. A Party to this Agreement is not liable for any failure or delay in performing its obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. In these circumstances, the affected party must notify the other party or parties as soon as reasonably practicable. The notified Party or Parties may suspend or terminate the Agreement on notice, taking effect immediately upon delivery of the notice.

Entire Agreement

13. This Agreement contains the whole Agreement between the Parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place in relation to the Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

General

14. No Party may assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the other Party or Parties, such consent not to be unreasonably withheld.
15. No variation to this Agreement will be valid or binding unless it is recorded in writing and signed by or on behalf of the Parties.
16. The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement and no third Party has any right to enforce or rely on any provision of this Agreement.
17. Unless otherwise agreed, no delay, act or omission by a Party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
18. Provisions which by their intent or terms are meant to survive the termination of this Agreement, will do so.
19. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement will not be affected.
20. Any notice to be delivered under this Agreement must be in writing and delivered by pre-paid first class post to, or left by hand delivery, at the registered address or place of business of the notified Party, or sent by email to the other Party's main business email address as notified to the sending Party.
21. Notices:
- sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second Working Day and where posted from or to addresses outside the United Kingdom, on the tenth Working Day following the date of posting;
 - delivered by hand will be deemed to have been received at the time the notice is left at the proper address;
 - sent by email will be deemed to have been received on the next Working Day after sending.
- This clause does not apply to the service of proceedings or other documents in legal action.

Governing Law and Jurisdiction

22. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

The parties have signed this Agreement on the day(s) and year set out below:

.....
(Name of President of EVDC)
for and on behalf of EVDC

.....
Name

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Date of signature.....

Date of signature.....

APPENDIX II

The EVDC Constitution states:

Article 4: Membership

Section 4.2 Standards for admission to membership:

a. The College must only certify veterinarians who:

- iii. Have demonstrated satisfactory moral and ethical standing in the profession.

Section 4.7

Any Diplomate may be expelled, asked to resign or otherwise disciplined for non-professional or unethical conduct or other action against the best interest of the College by a unanimous vote of the Executive Committee of the College, pending confirmation by the College at the next Annual General Meeting.

The EVDC Bylaws state:

Article 2: Membership

Section 2.1 Standards for admission to membership

a. The College must only certify veterinarians who:

- iii. Have demonstrated fitness and ability to practise the speciality.
- iv. Have demonstrated satisfactory moral and ethical standing in the profession.

Section 2.9. Disciplinary actions against a Diplomate of the College

Disciplinary action may be taken against any Diplomate of the College.

a. For: i. Unprofessional or unethical conduct, and

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- iv. Any other action against the best interest of the College.
- b. If, following recommendation by the Executive Committee, an Annual or Extraordinary General Business Meeting votes to support the recommendation by two-thirds of the votes cast by written ballot.
- c. Disciplinary action may take the form of:
 - i. Expulsion from the College.
 - ii. Being required to resign.
 - iii. Being temporarily suspended.
 - iv. Any other action as is deemed appropriate.

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