



## Quality Practice Accreditation - Terms and Conditions of Accreditation

## 1. THESE TERMS AND CONDITIONS

- 1.1. Quality Practice Accreditation Pty Ltd (QPA) accredits eligible general practices and other primary health care services (Practices) under the National General Practice Accreditation Scheme (Scheme). This Scheme is administered by the Australian Commission on Safety and Quality in Health Care (ACSQHC). Accreditation under the Scheme confers certain benefits for practices including:
  - access to the Australian Government's Practice Incentives Program;
  - eligibility to host medical students and train general practice registrars; and
  - access to other taxpayer funded Practice payments.
- 1.2. QPA is approved by the ACSQHC to accredit eligible general practices and other primary health care services under the Scheme and is itself accredited by ISQua, the International Society for Quality in Health care.
- 1.3. In addition to an on-site survey visit assessment against standards approved by the ACSQHC, the QPA General Practice Accreditation Program includes a range of quality assurance, improvement and risk management service options, designed to assist practices in:
  - understanding the relevant standards and their application and assessment in their practice;
  - building a culture of quality assurance and improvement in their practice; and
  - meeting the requirements for accreditation.
- 1.4. Accreditation, and the provision of any services by QPA, are conditional on the Practice agreeing to be bound by the Terms and Conditions set out within this document. Subject to meeting and continuing to adhere to the Standards and these Terms and Conditions of Accreditation throughout the length of the accreditation cycle, a practice is deemed to be accredited until the expiry date on the Certificate.
- 1.5. Additional services provided by QPA are educational only. QPA does not, and is not permitted to provide management consultancy services to a practice or to develop a practice's documentation, systems, policies and procedures to meet the requirements for accreditation.
- 1.6. Terms of Accreditation describe the agreements between QPA and a Practice relating to the delivery of services under the QPA General Practice Accreditation Program.
- 1.7. Conditions of Accreditation describe the requirements that must be satisfied to establish or maintain the basis on which QPA is willing to accredit a Practice.
- 1.8. These Terms and Conditions form part of the agreement between Quality Practice Accreditation Pty Ltd ABN 26 081 986 932 (QPA) and the Practice for the provision of Accreditation Services. The complete agreement consists of these Terms and Conditions and the executed Service Agreement which includes applicable fees and schedule of payments. These documents are to be read together.

- 1.9. By executing the Service Agreement, the Practice agrees to be bound by these Terms and Conditions and the applicable Fee Schedule, as referenced in the Service Agreement.
- 1.10. These Terms and Conditions, along with the executed Service Agreement, constitute the entire agreement between QPA and the Practice regarding the Accreditation Services. They prevail over any other terms that may be communicated to the Practice in writing or orally, whether in an order, letter, other document, in negotiations or otherwise, unless specifically overridden by the Special Conditions section of the executed Service Agreement. In the event of any conflict between these documents, the order of precedence shall be:
  - a. Any Special Conditions of the Service Agreement;
  - b. the Service Agreement itself; and
  - c. these Terms and Conditions
- 1.11. QPA may vary the Terms or Conditions of Accreditation at any time, without prior notice to the Practice, to satisfy any direction given to QPA by ISQua, the Commission, the Department, or any other body with the legal or regulatory authority to direct QPA under the Scheme.
- 1.12. Any other changes will have effect when approved by the QPA board of directors, or its nominee.
- 1.13. The Practice will be taken to have agreed to these Terms and Conditions from the time at which the Practice registers for or submits an initial application for accreditation, or pays an application fee for accreditation.
- 1.14. These Terms and Conditions prevail over any other terms that may be communicated to the Practice in writing or orally, whether in an order, letter, other document, in negotiations or otherwise.

## 2. DEFINITIONS

Accreditation	Confirmation, after Certification, that a Practice has been assessed as meeting the specified requirements in accordance with clause 3.3 of these Terms and Conditions.
Accreditation Cycle	Means the period commencing on the date Accreditation is granted and ending on the expiry date specified on the accreditation certificate, or otherwise terminated in accordance with these Terms and Conditions.
Accreditation Mark	A symbol, word or other sign that signifies that the Practice has been accredited, such as any logo displayed on the Certificate.
Accreditation Program	Processes developed by QPA and used in assessing the Practice for the purpose of granting or maintaining accreditation, and detailed within the relevant Fee Schedule.
Accreditation Services	Services developed by QPA that can be used to assess a Practice, including the Accreditation Program, whether or not a certificate is issued, and may include at least one on-site survey visit assessment.
ACRRM	The Australian College of Rural and Remote Medicine.
ACSQHC	The Australian Commission on Safety and Quality in Health Care. Also known as the Commission.
Certificate	The document issued by QPA to confirm Accreditation.
Certification	The process of assessing the Practice on meeting specified requirements in accordance with these Terms and Conditions.
Commencement Date	Means the date specified in the Service Agreement, or if no date is specified the date the Service Agreement is executed by both parties to that agreement.
Commission	The Australian Commission on Safety and Quality in Health Care.
Departments	The Australian Government Departments of Health or Human Services or any other related government body.
Early Termination Fee	Means the fee payable by the practice if the practice terminates the Service Agreement or transfers to another accrediting agency prior to the completion of the Accreditation Cycle.

Force Majeure Event	Any flood, fire, pandemic, earthquake or other occurrence beyond an individual or organisation's reasonable control, including any decision of a government authority in relation to COVID-19 or any other pandemic, or any threat of COVID-19 or other pandemic beyond that organisation's reasonable control.
ISQua	The International Society for Quality in Health Care.
Practice	The general practice or primary health care service seeking Accreditation Services from QPA.
Practice Survey Visit	An on-site visit to the practice to audit the practice against the standards and any other QPA requirements.
QPA Personnel	means all officers, employees, agents, contractors or subcontractors of QPA, including surveyors.
QPA	Quality Practice Accreditation Pty Ltd ACN 081 986 932.
RACGP	The Royal Australian College of General Practitioners.
Scheme	The National General Practice Accreditation Scheme administered by the ACSQHC.
Service Agreement	Means the agreement between QPA and the Practice so titled and which references these Terms and Conditions and any applicable fees and payments schedule.
Standards	The set of standards against which practices are assessed for the purpose of accreditation under the Scheme, currently the RACGP <i>Standards for general practices</i>
Site	The physical location of the Practice.
Surveillance Program	A program of surveillance that may include the requirement for an on-site visit, determined on an individualised basis for each Practice.
Terms and Conditions	These Terms and Conditions which set out the terms and conditions under which QPA will provide Accreditation Services to the Practice.

### 3. ACCREDITATION SERVICES

- 3.1. Under these Terms and Conditions and any executed Service Agreement, when a practice registers for, or completes an Application for Accreditation, and QPA accepts that application, a Contract for Service exists between the Practice and QPA. The Practice agrees to accept and QPA agrees to provide, the Accreditation Services applied for by the Practice and the Practice is liable for all payments due for the services applied for.
- 3.2. QPA may appoint an agent or contractor to provide Accreditation Services, including undertaking all or part of the Accreditation Program.
- 3.3. To achieve or maintain Accreditation, the Practice must:
  - a. meet an approved definition of a general practice or primary health care service;
  - b. meet all mandatory requirements of the Standards for which accreditation has been sought;
  - c. meet and comply with the requirements of QPA including those detailed in the Terms and Conditions of Accreditation at the time of initial assessment and during the term of Accreditation; and
  - d. comply with any directive issued by QPA or any other body having the legal or regulatory right to issue such a directive in regards to meeting the applicable Standards that may be issued from time to time.
- 3.4. QPA may vary these Terms and Conditions and any applicable Fee Schedule at any time upon providing at least 30 days' notice to the Practice. Notice may be provided in writing by letter, by email or by posting of the change on the QPA website.
- 3.5. Advanced notice may not be provided for any changes may be necessary to satisfy any direction given to QPA by the RACGP, ISQua, relevant regulatory bodies, or to reflect urgent changes in QPA's operational requirements.
- 3.6. Any changes to the fees and payment schedule listed in the Service Agreement, that would increase the fees payable by the Practice, will only apply to new accreditation cycles commencing after the effective date of the change, and will not affect the fees for the Practice's current accreditation cycle, unless otherwise agreed in writing.
- 3.7. Any changes to the Terms and Conditions will have effect 30 days from the date of the written notice.

### 4. FEES

- 4.1. The Practice shall pay to QPA all fees due in respect of Accreditation Services provided by QPA to the Practice.

- 4.2. The fees payable are those described in the Service Agreement or as otherwise agreed in writing between QPA and the Practice, including in the Special Conditions section of the Service Agreement, if applicable.
- 4.3. Fees may include an Application Fee, Accreditation Fee, an Annual Instalment and fees for any surveillance visits required by the Commission or QPA, to ensure ongoing compliance with the relevant standards.
- 4.4. QPA reserves the right to charge for reasonable surveyor travel and accommodation expenses and meals at cost.
- 4.5. When QPA renders invoices for fees due, the Practice agrees to pay the invoiced amount to QPA promptly, within QPA's specified timeframes, and in the currency specified on the QPA invoice.
- 4.6. All fees invoiced by QPA as Program Fee or Application Fee or specified as non-refundable in the Service Agreement are non-refundable, unless otherwise required by Australian Consumer Law.
- 4.7. The Practice acknowledges and agrees that the fees for the accreditation services may be structured to include a commitment to payments over a 12-month period, as detailed in the Service Agreement. This commitment is binding upon the Practice, subject to the Practice's rights under Australian Consumer Law.
- 4.8. All fees will be invoiced in accordance with the schedule in the Service Agreement. Full payment is required for the on-site assessment survey visit.
- 4.9. QPA reserves the right to amend the fees and payment schedule listed in the Service Agreement without notice to the Practice, and subject to the Practice's rights under Australian Consumer Law:
  - a. should the basis on which those fees were originally determined change; or
  - b. should QPA receive any direction to change the basis on which fees are charged from any party with the authorisation to do so, including the Commission or any relevant government Department.
- 4.10. QPA reserves the right to suspend or withhold delivery of the Accreditation Services, Accreditation Certificate, or any other related services, if the Practice does not pay any applicable fees.
- 4.11. If the Practice terminates the Service Agreement, withdraws from the QPA accreditation program for any reason, or transfers to another accrediting agency, the Practice shall be liable for an early Termination Fee. All fees due and owing will be payable in full by the Practice.
- 4.12. In the event a practice re-schedules a survey visit for any reason, any additional costs incurred by QPA will be reimbursed by the practice prior to the survey visit.

## 5. ASSESSMENT

### ACCESS AND CO-OPERATION

- 5.1. The Practice agrees to:
- a. comply with the published requirements for the Accreditation Scheme applied for.
  - b. to fully co-operate with QPA Personnel and provide any assistance necessary to enable QPA to provide the required Accreditation Services. This co-operation includes but is not necessarily limited to providing reasonable access to the premises, facilities, documents and records of the Practice and the Practice's doctors, other clinical and administrative staff, contractors, tenants and agents.
  - c. make available, to QPA and QPA Personnel, all records of communication and action taken in relation to the requirements of the Standards. This includes, but is not limited to, correspondence, recommendations and actions documented by any relevant government Department, the Commission, or with any other general practice, organisation or person relating to complaints about the Practice, or any other matters that may affect a Practice's compliance with the Standards.
- 5.2. The Practice acknowledges and agrees that QPA must provide the Accreditation Services in an impartial manner, not subject to inappropriate influence or inducements from the Practice or any other third party.
- 5.3. The Practice shall promptly comply with any reasonable requirement of QPA in relation to the timely completion of the Accreditation Program.
- 5.4. The Practice may not refuse the right of any delegate of the Commission or any other body endorsed under the applicable Scheme to conduct on-site assessments, or any other accrediting body undertaking a quality audit of QPA, to attend a Practice Survey Visit for the purpose of monitoring and assessing QPA systems and processes.
- 5.5. QPA may request the Practice to have a member of the QPA Advisory Board or their delegate(s), or an auditor delegated by QPA, attend an on site assessment survey visit for the purpose of a quality assessment of QPA processes or team members including employees, contractors or agents.
- 5.6. The Practice must:
- a. establish arrangements with its patients consistent with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles to ensure that access to patient health information is available to QPA Personnel on a strictly confidential basis to enable QPA to make decisions regarding compliance of the medical records with the standards;
  - b. make available to QPA, all records of communication and action taken in relation to the requirements of the Standards. This includes, but it not limited to, correspondence,



recommendations and actions documented by the Departments, the Commission, or with any other general practice, organisation or person relating to complaints about the Practice;

- c. provide QPA representatives such access and cooperation as is deemed necessary by QPA to undertake scheduled surveillance and unscheduled surveillance and audits without harassment;
- d. co-operate with QPA to provide QPA Personnel with all access and assistance necessary to enable QPA to provide the Accreditation Services, including reasonable access to the premises, facilities, information, documents and records of the Practice and the Practice's Personnel, as are deemed necessary by QPA to:
  - ensure that the requirements for Accreditation can be verified;
  - verify that the Practice meets the required definition of general practice; and
  - determine whether the Practice is complying with the Conditions of Accreditation.

#### ACCURACY OF INFORMATION PROVIDED TO QPA

- 5.7. The Practice represents and warrants that all information made available to QPA is, to the best of its knowledge, current, complete and accurate.
- 5.8. The Practice acknowledges and agrees that QPA relies on any information provided by the Practice to perform the Accreditation Services and releases QPA from any loss or damage as a result of the information provided to QPA being outdated, incomplete or inaccurate.

#### AGREED LANGUAGE OF INFORMATION PROVIDED AND PRACTICE SURVEY VISIT

- 5.9. The Practice agrees to provide all information to QPA in English, and to have the Practice Survey Visit undertaken in English. If circumstances arise in which English is not the primary language of the Practice undergoing assessment, the Practice (at its own cost) agrees to provide a translator for the duration of the Practice Survey Visit, and to have documentation translated into English for the purpose of assessment and review.

#### MANAGEMENT OF CORRECTIVE ACTION

- 5.10. The Practice shall take action within the timeframes specified under the Scheme or these Terms and Conditions, to the satisfaction of QPA to correct any non-conformity identified at the initial assessment survey visit, any risk based, mandatory or other surveillance visits, witnessing or other audit activities undertaken by QPA, or established through any complaint made to QPA.

## 6. ACCREDITATION

- 6.1. In the event that the Practice:
  - a. meets all the published requirements for accreditation

- b. is not in breach of these Terms and Conditions;
- c. has no outstanding fees payable; and
- d. after assessment against the applicable Standards, QPA is satisfied that Accreditation is appropriate;

QPA will issue the Practice with an Accreditation Certificate.

- 6.2. If Accreditation is conferred, QPA will, as required by regulation or accreditation, provide the relevant authorities with the accreditation status of the Practice and associated evidentiary data, in accordance with requirements under the Scheme.
- 6.3. If QPA is not satisfied that Accreditation can be conferred, QPA will notify the Practice whether additional services are required, which may be subject to additional fees.
- 6.4. If the Practice is accredited, QPA provides the Practice with a licence to use the QPA Certification Mark, and any other applicable logos, symbols or trade marks provided that the Practice:
  - a. uses the QPA Certification Mark in accordance with published criteria as communicated to the Practice; and
  - b. ensure that when displayed or printed in practice materials or used electronically, other trade marks, logos or symbols are used in accordance with the requirements of the issuing organisation as communicated to the Practice.

## 7. AFTER ACCREDITATION

### DURATION OF ACCREDITATION

- 7.1. Subject to compliance with these Terms and Conditions, and the Practice continuing to meet the requirements of the Standards, Accreditation by QPA will continue until the expiry date referenced on the Certificate.

### COMPLIANCE WITH ACCREDITATION

- 7.2. The Practice represents and warrants that it will, until the expiry date referenced on the Certificate:
  - a. continue to meet the applicable Standards;
  - b. agree to all other reasonable requirements to ensure compliance with the Standards, including any surveillance program either mandated under the Scheme, or that QPA considers necessary to ensure that Accreditation continues to be appropriate;
  - c. maintain a register of complaints and feedback that must be made available to QPA upon request, including any complaints against the Practice that may impact the Practice's ability to meet the Standards, and immediately notify QPA about any serious complaints, including any

complaint that is referred to a state regulatory body or results in a criminal or civil action against the Practice or an employee, contractor or Director of the Practice; and

- d. not engage in any collusive, coercive, or criminal conduct or offer any financial inducements to QPA Personnel in relation to the provision of Accreditation Services.

- 7.3. The Practice shall comply with any requests by QPA in relation to surveillance or on-site visits during the period of Accreditation.
- 7.4. The Practice acknowledges and agrees that failure to comply with any requirements of QPA, including any on-site or desktop surveillance program, may result in suspension, withdrawal or immediate cancellation of the Practice's Accreditation.

#### CHANGES

- 7.5. The Practice shall promptly inform QPA of any change in relation to the Practice's premises or service that is likely to substantially affect the Accreditation, including change of address of any relevant sites or other premises.
- 7.6. The Practice shall promptly inform QPA of any change in relation to the Ownership of the Practice.
- 7.7. Dependent upon these changes, QPA will determine whether there is a requirement under the Scheme, or under QPA's policies for a relocation, change of ownership, transfer or other surveillance visit to assess or re-assess compliance. QPA may charge additional fees for any additional services as a result of these changes.

#### USE OF CERTIFICATE

- 7.8. The Practice agrees that QPA owns all intellectual and physical property rights in the Certificate and provides a worldwide, revocable, and non-exclusive licence to the Practice to use the Certificate, and the original and any copies of the Certificate, and any frame supplied with the Certificate during the period of Accreditation.
- 7.9. If requested by QPA, the Certificate (and any copies or frame supplied with the Certificate) must be returned immediately to QPA without any cost to QPA.
- 7.10. The Practice shall not, without QPA permission, alter, modify, deface or destroy the Certificate.
- 7.11. Subject to these Terms and Conditions, the Practice may publicise the fact that Accreditation has been granted and use the Certificate as evidence of Accreditation. The Practice may copy the Certificate, provided that each copy is clearly identified as a copy. Additional copies of the certificate may be purchased from QPA.
- 7.12. The Certificate does not imply that any Government Department, or other authority, has approved the Practice's Accreditation.

#### SURVEILLANCE

- 7.13. QPA reserves the right to undertake on-site surveillance visits to the Practice to ensure that the Practice continues to meet the Standards after Accreditation, if:
- a. QPA identifies any significant breaches of Standards or any other rules during the initial assessment visit;
  - b. QPA receives or becomes aware of a complaint, negative feedback or information that the Practice no longer meets the Standards;
  - c. there has been a significant change to the location, ownership or governance to the Practice; or
  - d. QPA is required by the Commission under the Scheme or by any other body with the legal or regulatory authority to direct QPA, or by law, to schedule an on-site surveillance visit to the Practice.
- 7.14. The practice agrees to meet all costs and applicable fees for the surveillance.

#### MISREPRESENTATION OF ACCREDITATION

- 7.15. The Practice shall not engage in any conduct that might mislead, deceive or confuse any person in relation to, or otherwise misrepresent, the nature, status, scope or effect of its Accreditation by QPA.
- 7.16. The Practice acknowledges and agrees that:
- a. while the Practice may use the Certificate to publicise that Accreditation has been granted by QPA, it must not be used to represent to third parties that the Practice continues to meet the Standards after receiving the Certificate; and
  - b. it must not allow third parties to use or rely on the Certificate or Accreditation by QPA as evidence that the Practice has met the Standards over a period of time or continues to meet the Standards after receiving the Certificate.
- 7.17. The Practice shall promptly comply with any directions given by QPA to correct any conduct or misrepresentation in breach of clauses 7.15 and 7.16 of its Accreditation.

#### SUSPENSION, WITHDRAWAL, CANCELLATION OR EXPIRY OF ACCREDITATION

- 7.18. Should QPA reasonably believe that Accreditation is no longer appropriate, or that the Practice is not complying with the Standards or any other requirement to maintain the Accreditation, QPA may temporarily suspend or withdraw the Practice's Accreditation.
- 7.19. If QPA believes there has been a serious breach of the Standards, or these Terms and Conditions, then QPA may *cancel* the Accreditation with immediate effect by giving notice in writing, by email or facsimile, to the Practice.
- 7.20. If the Practice's Accreditation is suspended:

- a. QPA shall, within 30 days of notifying the Practice of the suspension, furnish the Practice with information outlining the steps that shall be taken by the Practice to enable the suspension to be lifted,
  - b. the Practice shall immediately take all steps necessary to enable the suspension of its Accreditation to be lifted, and
  - c. the Practice shall take all steps reasonably required by QPA to prevent the public being misled or otherwise harmed.
- 7.21. If QPA is satisfied with the remedial action taken by the Practice, QPA may lift the suspension of Accreditation by notifying the Practice.
- 7.22. If the Practice's Accreditation has remained suspended for a period of more than 90 days, QPA may cancel such Accreditation with immediate effect by giving notice to the Practice.
- 7.23. If the Practice's Accreditation expires, or is cancelled, or these Terms and Conditions are terminated, the Practice shall immediately:
- a. pay to QPA all amounts due by the Practice;
  - b. cease using any Accreditation Mark or Accreditation Symbol permitted in connection with the Practice's Accreditation;
  - c. withdraw from public display, and return to QPA, the original and all copies of the Certificate;
  - d. cease all advertising, promotions or other publication of the Practice's QPA Accreditation;
  - e. take any steps reasonably required by QPA to notify staff, customers and/or suppliers;
  - f. take steps to repaint or redecorate signage or other parts of the Practice premises to remove reference to Accreditation;
  - g. cease using all QPA confidential information in the Practice's possession and, and within ten (10) business days, at QPA's request:
    - return the information to QPA;
    - return the Certificate (including any frame or other attachments) to QPA;
    - destroy the information, certifying the destruction in writing;
    - destroy the information, permitting QPA to witness the destruction; and
    - take all other necessary steps to ensure that third parties, including Services Australia, and any other relevant stakeholders, are not led to believe that the Practice remains certified.
- 7.24. If the Practice's Accreditation expires, or is cancelled, or these Terms and Conditions are terminated, QPA will, as required by regulation or certification, provide the relevant authorities with the certification status (and associated evidentiary data) of the Practice, in accordance with the QPA Schedule for Reporting Agencies and Organisations.

## ACCREDITATION DEED

- 7.25. The Practice acknowledges and agrees that it may be required to sign an additional Accreditation Deed upon Accreditation. The Practice must comply with all the undertakings provided and requirements contained in such Accreditation Deed.

## 8. CONFIDENTIALITY

- 8.1. QPA shall ensure that its employees, agents and contractors treat as confidential, and do not disclose to any third party without the prior written consent of the Practice, any proprietary or confidential information belonging to the Practice with which QPA becomes acquainted during the term of these Terms and Conditions.
- 8.2. The Practice shall ensure that its employees, agents and contractors treat as confidential, and do not disclose to any third party without the prior written consent of QPA, any proprietary or confidential information belonging to QPA, with which the Practice becomes acquainted during the term of these Terms and Conditions.
- 8.3. The obligations of confidentiality under the Terms and Conditions do not extend to information that:
- a. is public knowledge;
  - b. is required by any organisation or agency listed on the QPA Schedule for Reporting Agencies and Organisations; or
  - c. is required by law to be disclosed.
4. The Practice acknowledges and agrees that:
- a. QPA may record telephone conversations for the purpose of staff training and quality assurance and the Practice consents to such recording. If the Practice does not consent to have its conversations recorded, it is the responsibility of the Practice to advise QPA of its decision.
  - b. QPA is required to provide the Australian Commission on Safety and Quality in Health Care, and the General Practice Accreditation Coordinating Committee, with demographic and accreditation compliance and outcomes data.

## 9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. The Practice acknowledges that:
- a. QPA is the owner or licensee in Australia of copyright, know-how and other intellectual property rights in any materials developed for the Accreditation Services and any associated documentation, including but not limited to information provided on QPA's on line accreditation portal or any assessment reports and action plans provided by QPA;

- b. no right, title or interest in the Accreditation Services or associated documentation is transferred to the Practice under these Terms and Conditions;
- c. the Practice must only use any material set out in clause 9.1(a):
  - in accordance with any terms and conditions communicated to them; and
  - for the purpose they were provided, and not to be disclosed to any third parties without QPA's express written consent.

## 10. LIMITATION OF LIABILITY AND DISCLAIMER

- 10.1. QPA excludes from the Terms and Conditions all conditions and warranties implied by law (including the *Competition and Consumer Act 2010*), general law or custom except any implied condition or warranty the exclusion of which would contravene any law or cause any part of this clause to be void ('non-excludable statutory condition').
- 10.2. To the maximum extent permitted by law and subject to clause 9.1(b), the total liability of each party in respect of loss or damage sustained by the other party in connection with this agreement is limited to the amount paid by the Client to QPA in the twelve (12) months preceding the date of the event giving rise to the relevant liability. This Clause does not apply to the Client's liability for payment of the Fees, including the Early Termination Fee, or for any breach of confidentiality or intellectual property rights
- 10.3. QPA's liability to the Practice for breach of these Terms and Conditions or any non-excludable statutory condition (other than an implied warranty of title) is limited to, at QPA's discretion:
  - a. QPA providing the Accreditation Services again at no cost, or
  - b. QPA paying the cost of having the Accreditation Services supplied again.
- 10.4. Except to the extent prohibited by the *Competition and Consumer Act 2010* and subject to clause 10.2 above or any other applicable laws, QPA shall not be liable for any loss or damage suffered by the Practice (whether direct, indirect or consequential) arising in any way out of any services (including defective services) rendered by QPA.
- 10.5. QPA shall not be liable for any loss or damage suffered by a client or patient of a Practice arising from a defect in a Practice's product, process or service that is the subject of Certification by QPA, the Practice's loss of Accreditation or any negligent act or omission by QPA Personnel, including but not limited to profits lost and damage sustained or incurred as a result of a claim by a third party.
- 10.6. QPA or any person acting on behalf of QPA shall not be liable for any loss or damage suffered by a Practice as a result of an act, said or reported on.

## 11. INSURANCE

### 11.1. The Practice shall:

- a. obtain and maintain valid and enforceable public liability, professional indemnity and workers' compensation insurance policies to cover potential liabilities of:
  - the Practice, arising out of these Terms and Conditions, and
  - QPA, arising out of the Practice's breach of these Terms and Conditions, or any act or omission of the Practice, as if QPA were a jointly insured party under each of those policies; and
- b. upon request, provide QPA with certificates of currency and any other evidence of those policies that QPA may reasonably require.

## 12. INDEMNITY

### 12.1. The Practice shall indemnify QPA from and against all expenses, losses, damages and costs that QPA may sustain or incur as a result, whether directly or indirectly, of:

- a. any breach of the Terms and Conditions by the Practice;
- b. the expiry of the Practice's Accreditation;
- c. QPA's suspension or cancellation of the Practice's Accreditation; or
- d. any loss of, or damage to, any property, or injury to, or death of, any person:
  - caused by any negligent act, omission or wilful misconduct of the Practice or its officers and employees; or
  - arising out of, or in connection with, the Practice that is the subject of Certification.

## 13. NON-SOLICITATION OF PERSONNEL

### 13.1. The Practice shall not solicit any QPA Personnel during, or for twelve (12) months after the termination of these Terms and Conditions.

## 14. TERMINATION

### 14.1. The Practice may terminate these Terms and Conditions at any time by giving 30 days prior notice to QPA. Such termination will be subject to the payment of an Early Termination Fee, listed in the Service Agreement.

### 14.2. QPA may terminate these Terms and Conditions with immediate effect by giving notice to the Practice if:



- a. the Practice breaches any of these Terms and Conditions (other than in a manner permitting suspension) and fails to remedy the breach within 30 days of receiving notice to do so;
- b. the Practice breaches a material provision of these Terms and Conditions and such breach is not capable of remedy;
- c. the Practice is not actively progressing through the Accreditation Program twelve (12) months after application;
- d. the Practice does not notify QPA of any event referred to in clause 14.3;
- e. the Practice fails to meet the obligations for the maintenance of Accreditation; or
- f. the Practice fails to meet its financial obligations to QPA for the provision of Accreditation Services.

14.3. The Practice shall notify QPA immediately if:

- a. any change occurs in the direct or indirect beneficial ownership or control of the Practice;
- b. it disposes of the whole, or any part, of its assets, operations or business other than in the ordinary course of business;
- c. it ceases to carry on business;
- d. it ceases to be able to pay its debts as they become due;
- e. any step is taken by a mortgagee to take possession, or to dispose, of the whole or any part of its assets, operation or business;
- f. any step is taken to enter into any arrangement between the Practice and its creditors;
- g. any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person to the whole, or any part, of its assets or business; or
- h. where the Practice is a partnership, any step is taken to dissolve that partnership, or a partner dies.

## 15. AFTER TERMINATION

- 15.1. On termination of these Terms and Conditions, any clause that by its nature would reasonably be expected to be performed after the termination of these Terms and Conditions will survive termination, including (without limitation) Clauses 7, 8, 9, 10 and 13.
- 15.2. Termination of these Terms and Conditions under clause 14 (Termination) or clause 23 (Force Majeure) does not affect any accrued rights or remedies of either party.

15.3. On termination of these Terms and Conditions, the Practice must:

- a. pay all outstanding fees for Accreditation Services or related services rendered by QPA or other fees due and payable at the date of termination; and
- b. if the Practice has Accreditation at the date of termination, continue to comply with clause 7 of these Terms and Conditions.

## 16. DISPUTE RESOLUTION

### COMPLAINTS

16.1. Formal complaints to QPA must be made in writing specifying the specific nature of the complaint. These will be managed in accordance with the QPA Feedback and Complaints policy.

### APPEALS

16.2. The Practice may have rights of appeal against an Accreditation decision made by QPA. Appeals should be addressed in the first instance to QPA in writing and if all avenues of appeal are exhausted then a Practice may appeal to the ACSQHC (Commission).

#### Appeals to QPA

16.3. The Practice may appeal in writing to QPA against an accreditation decision. All appeals must be addressed to the Chief Executive Officer (CEO) of QPA within 10 days of receipt of written advice of the accreditation decision.

16.4. The appeal must be accompanied by a detailed outline of the grounds for appeal plus the appeal fee of \$1,000 plus GST which is refunded within seven (7) days in the event an appeal to either QPA or the Commission is successful.

16.5. Appeals can be submitted on any of the following grounds:

- a. If a Practice is dissatisfied with the outcome of an accreditation assessment and decision because:
  - An error was made in the making of the accreditation decision.
  - Relevant and significant evidence was not properly considered or was incorrectly interpreted.
  - Inappropriate weighting was given to the evidence.
  - The original decision was inconsistent with the published criteria for accreditation.
- b. If a Practice has their accreditation award suspended for any reason.

- c. If a Practice has their accreditation award withdrawn or cancelled for any reason.
- 16.6. The Chief Executive Officer determines the final outcome of an appeal after consideration of the recommendations made by the QPA Audit Impartiality and Risk Committee. The Practice will be notified in writing of the outcome of its appeal. If the appeal is upheld, the appeal fee is refunded.

#### Appeals to the Commission

- 16.7. The Practice may appeal a decision made by QPA to the Commission. (Details on how to lodge an appeal are available on the Commission website):
- a. when a general practice has undertaken the accreditation process and does not agree with the accreditation outcome awarded by the accrediting agency; and
  - b. all avenues of review or appeal are exhausted with the accrediting agency.

An appeal can be submitted to the Commission no more than twenty (20) business days of the Practice receiving the final assessment report from the accrediting agency.

Appeals to the Commission must be accompanied by evidence that the relevant accrediting agency did not comply with Commission specified policies, processes and/or directions relating to the assessment conducted.

## 17. ASSIGNMENT

- 17.1. QPA may assign all or any of its rights under these Terms and Conditions.
- 17.2. The Practice shall not assign or otherwise transfer all or any of its rights under these Terms and Conditions without the prior written consent of QPA.

## 18. SEVERABILITY

- 18.1. If any part of these Terms and Conditions is found by a court of competent jurisdiction to be illegal or unenforceable, the illegal or unenforceable part(s) may be severed from these Terms and Conditions and the remaining parts of the Terms and Conditions shall continue in force.

## 19. WAIVER

- 19.1. The failure of QPA at any time to require performance of any obligation under these Terms and Conditions is not a waiver of its right at any other time to require performance of that, or any other obligation under these Terms and Conditions.

## 20. RELATIONSHIP

- 20.1. These Terms and Conditions do not create any fiduciary, employment, agency or partnership relationship between QPA and the Practice.

## 21. NOTICE

- 21.1. A party serving notice under these Terms and Conditions shall do so in writing:
- a. to the recipient's address for correspondence as notified in the application or by any subsequent formal advice and
  - b. hand delivered or sent by post to that address, or sent by facsimile to the recipient.
- 21.2. A notice given in accordance with clause 21.1 is received:
- a. on delivery, if hand delivered
  - b. five (5) days after the date of posting if sent by mail, not including weekends, bank or public holidays
  - c. on confirmation of successful transmission, if sent by facsimile.

## 22. HEADINGS

- 22.1. Headings are for ease of reference only and do not affect the meaning of these Terms and Conditions.

## 23. FORCE MAJEURE

- 23.1. No party is liable for any failure or delay to perform its obligations under these Terms and Conditions if that failure or delay is due to a Force Majeure Event.
- 23.2. If a Force Majeure Event occurs, a party must use reasonable endeavours to notify the other party of:
- a. reasonable details of the Force Majeure Event; and
  - b. so far as is known, the probable extent to which the party will be unable to perform or be delayed in performing their obligations under these Terms and Conditions.
- 23.3. If that failure or delay exceeds 60 days, either party may terminate these Terms and Conditions with immediate effect by giving notice to the other party.

## 24. GOVERNING LAW AND JURISDICTION

- 24.1. These Terms and Conditions are governed by the laws of the State of New South Wales, Australia.
- 24.2. Each party submits to the non-exclusive jurisdiction of the courts of the State of New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

## 25. AMENDMENTS

- 25.1. These Terms and Conditions may only be amended in accordance with a written agreement between the parties.