



Quality Care 2020 Terms and Conditions

The following Terms and Conditions apply to pharmacies with an accreditation date on or after **Thursday 1 October 2020**.

Clause 1: The application of these Terms and Conditions

By applying for QCPP accreditation (including a renewal of QCPP accreditation) the pharmacy owner (you) accept these Terms and Conditions, as amended from time to time, and agree to be bound by them.

These Terms and Conditions, the Program Rules, the QCPP Requirements, the Policies, Self-Declaration and AS85000:2017 - Quality Care Community Pharmacy Standard (AS85000:2017) comprise the agreement between us and you in relation to applying for, renewing and maintaining QCPP accreditation (this agreement).

Clause 2: Changes to the agreement

Unless otherwise prevented by law, we may, by giving you reasonable notice, vary the Program Materials to reflect changes in laws or the requirements of regulatory authorities, changes in government and community expectations, technological developments and other developments concerning the practice of pharmacy. You are bound by these changes and, where applicable, must promptly implement them in the operations of the accredited pharmacy to maintain QCPP accreditation.

Clause 3: Engagement

You engage QCPP (QCPP or us) to provide accreditation services. QCPP accepts this engagement in accordance with the terms of this agreement and will exercise reasonable care and skill in delivering the services to you.

Clause 4: Scope of accreditation

QCPP accreditation is held by you in respect of a specific pharmacy business, and only extends to the products, services and operations of the pharmacy business current at the time of, and as assessed during, the relevant QCPP assessment.

Any product, service or operation of the pharmacy business which was not current at the time of, or was not assessed during, the QCPP assessment (whether conducted on-site or remotely) does not have the benefit of QCPP accreditation and must not be advertised or promoted in any way that represents, suggests or implies QCPP accreditation until such time as the relevant product, service or operation has been assessed by us as compliant with AS85000:2017 and the QCPP Requirements.

Clause 5: Access to evidence

You must ensure that during the QCPP assessment, the QCPP assessor has access to, and is able to sight, evidence demonstrating compliance with AS85000:2017 and the QCPP Requirements.



You must ensure that any document or record provided to the QCPP assessor as evidence of compliance is what it purports to be, is true and correct and is not in any way misleading or deceptive. For some requirements, the QCPP assessor may need to sight evidence which includes business or personal information. You may choose to redact 'commercial in confidence' or 'personal information' if it is not relevant to the QCPP assessment.

Clause 6: Assessing compliance

We may assess an accredited pharmacy at any time during the accreditation period. We will determine the extent of the assessment process, consistent with criteria contained in the Program Materials, which may include:

- a) a full or partial onsite assessment (requiring attendance by a QCPP assessor at the pharmacy premises),
- b) an interview with you (or one or more of your partners, officers or managers); and/or
- c) a review of documents; and/or
- d) a virtual visual assessment conducted via video conferencing.

We will provide you with reasonable notice of the assessment (except where we reasonably believe that there is a serious failure to comply AS85000:2017 the QCPP Requirements or this agreement). You will provide us, our personnel and any QCPP assessor with all assistance reasonably required by us (or our authorised personnel) to enable the assessment to be carried out. Costs associated with the assessment process, including QCPP assessment fees, are payable by you. Refer to the QCPP website for the schedule of fees.

Clause 7: Pharmacy Conduct in dealing with Authorised Assessor and QCPP administrators

You and your staff will act in good faith and in a respectful and courteous manner in all dealings with authorised QCPP personnel (including but not limited to the authorised assessor, any authorised attendee and administrators of the QCPP program). Failure to do so may result in the application of a sanction, in accordance with the Program Rules.

Clause 8: Maintain QCPP Requirements during the accreditation period

You must always ensure that during the accreditation period the accredited pharmacy complies with AS85000:2017 and meets all the QCPP Requirements. Failure to do so may result in the application of a sanction, in accordance with the Program Rules.

Clause 9: You must notify us of changes and events

You must give us written notice of the occurrence of any of the following events or circumstances within the following time frames:

Event	Timeframe to notify QCPP
1. Change in pharmacy approval number	Within one calendar month after the change occurs



2. Change in owners of pharmacy business	Within one calendar month after the change occurs
3. If you are a company, any change in your shareholders or directors	Within one calendar month after the change occurs
4. A change in the location of the pharmacy business	Within one calendar month after the change occurs
5. Any change of contact details for the pharmacy business	Within one calendar month after the change occurs
6. The pharmacy provides any new service or services any significant rebranding of the pharmacy business, including for example a change of banner group,	Prior to commencement of the new service or services within one calendar month of the rebranding being implemented
7. Any other event or circumstance that may affect your ability to comply with AS85000:2017 and meet the QCPP Requirements	At the time the event occurs

Clause 10: Change in ownership of pharmacy business

Your QCPP accreditation in respect of a pharmacy business is personal to you. If you sell, transfer, assign or in any way dispose of the accredited pharmacy or agree to do any of those things (disposal) you must where practicable give us written notice of the disposal before the disposal is completed. The notice must include contact details of the purchaser and their representatives, where available. This written notice is to be emailed to help@qcpp.com.

If the new pharmacy owner wishes to maintain QCPP accreditation for the pharmacy business, the new pharmacy owner must agree to be bound by the Program Materials, and comply with our reasonable requirements in relation to the disposal.

Clause 11: Provision of information to QCPP

You must promptly provide to us information reasonably requested by us in relation to an event, circumstance or disposal referred to in clauses 8 and 9.

Clause 12: Use of QCPP Logo

Upon successful application, we grant to you a limited, royalty-free, non-transferrable, non-sub-licensable, non-exclusive right to use the QCPP logo and associated branding (as set out in the QCPP Branding, and referred to as QCPP Brand) for the sole purpose of carrying on the business of the accredited pharmacy.



You may only use the QCPP Brand while the pharmacy business is an accredited pharmacy, and only in relation to products, services and business operations within the scope of the accredited pharmacy's QCPP accreditation (see clause 4).

In using the QCPP Brand you must comply with the requirements of the QCPP Visual Identity Guidelines. Where the accredited pharmacy's QCPP accreditation is revoked, suspended or expires, you must immediately cease using the QCPP Brand and remove all material from the website or promotional literature that associates the pharmacy business with QCPP.

We may change, add to, or discontinue the use of any of the QCPP Brand, and will give you notice of any changes. You must at your own cost implement in the accredited pharmacy any changes to the QCPP Brand in accordance with our directions.

Clause 13: Privacy

Pharmacy information will be treated in accordance with the privacy policy available on the QCPP website.

Clause 14: QCPP intellectual property

You acknowledge that:

- a) we are the owner of the QCPP intellectual property and any changes or improvements to the QCPP intellectual property;
- b) you do not obtain any interest in the QCPP intellectual property;
- c) your rights in relation to the QCPP intellectual property are limited to those rights and licenses expressly granted by these Terms and Conditions and the Program Rules.

We grant to you a limited, non-exclusive, non-transferable, non-assignable, non-sub-licensable licence to access and use the Website, and the documents and resources available on the Website, for the purpose of operating your accredited pharmacy, and managing QCPP accreditation, and for no other purpose.

You are responsible for the supervision and use of the QCPP website and QCPP Customer Portal and all other QCPP intellectual property, and must ensure that all QCPP intellectual property is protected at all times from unauthorised access or use.

We will give you a unique user ID and password for use of the QCPP customer portal, and may at any time revoke such user ID or password if we believe that the security of that user ID or password has, or may have been, compromised.

You must immediately inform QCPP if you suspect that the security of a user ID or password has, or may have been, compromised, or there has been unauthorised access to the QCPP customer portal.

You must not, and must ensure that your authorised users do not, disclose their user ID or passwords to any other person (including by training and regularly reminding authorised users not to make such disclosures).



Clause 15: Confidential information

Some QCPP intellectual property comprises our confidential information, which you must keep confidential using the same degree of care normally exercised by you to protect your own proprietary or confidential information and patient data (and in any event at least a reasonable degree of care). You must notify us immediately of any suspected or actual unauthorised copying, use or disclosure of our confidential information, and comply with our directions regarding a suspected or actual breach of confidentiality.

Clause 16: Return of QCPP intellectual property

If QCPP accreditation expires (and is not renewed), is revoked or suspended, or if we reasonably consider that you have breached clauses 14 and 15, you will return to us, or destroy, all materials containing QCPP intellectual property, including all electronic media, and all compilations, notes, reports, or other reproductions containing QCPP intellectual property. You must certify to us that you have complied with this clause 16.

Clause 17: Liability limitation

Program Materials

While we try to ensure that the information contained in the Program Materials, and any other information provided by us is accurate, adequate and complete at the time of publication, we do not represent or warrant its accuracy, adequacy or completeness.

The information provided by us is general and in no way constitutes, and should not be relied upon as, professional advice. We are not responsible for any loss suffered as a result of or in relation to the use of the Program Materials or any other information provided by us.

QCPP Customer Portal

The QCPP Customer Portal may contain links to third party websites. We do not make any representations regarding the content of third party websites.

QCPP assessments

You acknowledge and agree that:

- we rely on information and declarations provided by you and your staff in carrying out assessments and in determining whether you should be and remain QCPP accredited;
- all decisions in connection with the operation of your pharmacy business are made by you and are your responsibility; and
- QCPP accreditation, and assessment results, are not a representation by us that in carrying on your pharmacy business you comply with all applicable laws, standards and codes of conduct.

Limitation of liability

Any condition, warranty or guarantee that any statute applies to the supply by us to you of any goods or services under this agreement is taken to be included in this agreement, if that statute renders void or prohibits contractual provisions which:



- a) exclude, restrict or modify; or
- b) which have the effect of excluding, restricting or modifying,

the application of, exercise of a right conferred by, or any liability under, such condition, warranty or guarantee (**Non-excludable Guarantee**).

Except for Non-excludable Guarantees, we exclude all terms, conditions, warranties and guarantees implied by custom, the general law or statute, or that statute applies to the supply of goods and services to you.

We exclude all liability to you, in tort, contract or otherwise for any:

- a) loss of profits, opportunity, revenue, data, goodwill, business or anticipated savings, pure economic loss, loss of value of equipment, (other than cost of repair) or expectation loss; or
- b) any indirect, consequential, special, punitive, or exemplary loss or damage, even if such loss or damage was reasonably foreseeable, arose naturally or was in the contemplation of the parties.

Clause 18: Changes to the Program Materials

Unless otherwise prevented by law, we may, by giving you at least 30 days' notice, vary the Program Materials. If a variation is likely to materially affect you (material variation), we will give you at least three months' notice of the material variation.

Clause 19: Assignment or novation by us

We may, without the need to obtain your consent, transfer all or any part of our rights, interests, obligations or liabilities under this agreement by assignment or by novation.

Clause 20: Communications

A notice or other communication given by us to you is properly given if posted, delivered by facsimile or transmitted by electronic mail to the address of the pharmacy business and the contact person whose details you have provided to us for QCPP communications. You will advise us of any change in the address or identity of the relevant person to whom QCPP communications are to be addressed.

We may nominate any electronic means of giving you notice under this agreement, in which case we may give you notices by using that electronic means. A notice given to you in this way is taken to be given on the business day after it is sent.

If we nominate an electronic means by which you may be:

- a) communicate with you that notices are available; and
- b) you may use to access such notices,

we may contact you to tell you that the notice is available and how you may use our nominated electronic access means to access the notice. A notice given to you in this way is



taken to be given on the business day after the day on which you are notified that the notice is available.

Clause 21: Survival

When this agreement ends for any reason, all rights, benefits and authorisations granted by the parties under this agreement will cease except for the obligations under the following clauses which will continue:

- a) Clause 13: Privacy
- b) Clause 14: QCPP intellectual property (but not the right to use the intellectual property such as the material or unique user ID and password provided by us)
- c) Clause 15: Confidential information (but not the right to use confidential information)
- d) Clause 16: Return of QCPP intellectual property
- e) Clause 17: Liability limitation
- f) Clauses 18, 19, 20 and 22.

When this agreement ends for any reason, the accrued rights or remedies of either party are also not affected.

Clause 22: Interpretation

For the avoidance of doubt, defined terms used in these Terms and Conditions have the same meaning as defined and used in the Program Rules.

In this agreement, unless the contrary intention appears:

- a) a reference to these Terms and Conditions or another instrument making up this agreement includes any variation or replacement of any of them;
- b) if you are comprised of more than one person, a reference to a right or obligation of any two or more persons who comprise you confers that right, or imposes that obligation, as the case may be, jointly and severally and a reference to a party includes a reference to any one or more of those persons;
- c) the singular includes the plural and vice versa;
- d) the word person includes a firm, a body corporate, an unincorporated association or an authority;
- e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- f) the words "including" and "include" are a reference to "including, but not limited to";
- g) where an expression is defined, any other part of speech or grammatical form of that expression has a corresponding meaning; and

a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for and any subordinated legislation issued under, that legislation or legislative provision.



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