



## UKAS Terms and Conditions of Business for IQIPS Customers

### 1 Scope

Any organisation seeking or holding accreditation for the Improving Quality in Physiological Services (IQIPS) accreditation scheme are required to comply with the following terms and conditions of business in addition to those set out within the UKAS Agreement and the UKAS Supplement to the Agreement. All organisations are required to sign the disclaimer attached as [Appendix A](#).

### 2 FEE STRUCTURE

#### 2.1 Pre-application Information and Fee

2.1.1 Any organisation wishing to apply for UKAS assessment and accreditation are encouraged to firstly register for the Traffic Light Ready (TLR) pre-application stage by completing the registration form available from the UKAS website.

2.1.2 The fee for pre-application registration which includes access to a bespoke on-line self-assessment system and attendance at a UKAS Preparation for Accreditation workshop is £500 plus VAT\*. The fee paid will be refunded in full if the organisation submits its formal application for UKAS assessment and accreditation within 12 months of issue of the TLR tool. Please note that only one TLR tool would normally be issued to each organisation.

\* *£500 assumes an application in April. Applications received at other times will be charged pro-rata initially and then an annual re-registration fee of £500 will be due on 1<sup>st</sup> April in subsequent years where no formal application has been received for Assessment and Accreditation.*

#### 2.2 Formal Application for Assessment and Accreditation Information and Fee

2.2.1 Organisations seeking accreditation are required to submit the following directly to UKAS:

- Signed UKAS application form
- Signed UKAS Agreement
- Signed UKAS Supplement
- A project plan that includes milestone dates for start of formal assessment and grant of accreditation
- Appendix A of this document

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2.2.2 Organisations seeking UKAS assessment and accreditation are required to pay an application fee of £1,500 + VAT. This fee is non-refundable and must accompany the formal application for accreditation. This fee entitles the organisation to an online pre-assessment by a UKAS Assessment Manager. Once accredited no further application fee is payable.

## 2.3 Accreditation Fees

2.3.1 Accreditation fees are payable to UKAS in annual instalments over the 4-year accreditation cycle.

2.3.2 Accreditation fees are calculated based on the effort required to complete the assessment and accreditation process in order to grant and maintain accreditation status for the customer concerned. The fee assumes:

- A dedicated Assessment Team as explained in 2.3.7 below
- Annual off-site examination of documents by the entire assessment team via the UKAS web-based assessment tool
- One 1-day on-site assessment visit by the entire assessment team during the initial assessment period
- One 1-day on-site assessment visit by part of the assessment team during year two of the 4-year accreditation cycle
- Only one IQIPS discipline being assessed
- An element of on-going monitoring, evaluation and administrative support

2.3.3 The baseline annual fee is calculated for customers that would require a 2-person assessment effort that consists of one assessment manager and one peer/technical assessor for a one day on-site visit during the initial assessment period and one assessor for a one day on-site visit in year two of the 4-year accreditation cycle.

2.3.4 The baseline annual fee is £ 2,370 + VAT. Any additional/extra assessment effort will be charged at £919 + VAT per person day.

*NB. The above price is at 2019/20 rates. This rate will be reviewed annually, usually 1 April, to take into account inflation and other economic factors.*

2.3.5 The assessment effort to include team size will vary depending on the complexity and size of each customer which determine the assessment approach. Refer document entitled, *IQIPS1: The conduct of UKAS assessments and accreditation for the improving quality in physiological services scheme*. The following factors are considered in calculating the assessment effort required:

- Type of customer e.g. mobile units, hospital departments, clinics
- Number of service delivery locations and geographical distance between locations
- Number of IQIPS disciplines to be assessed at each location
- The quality of documentary evidence submitted within the web-based tool
- The complexity and quality of the management and control systems of the customer.

2.3.6 Normally the on-site visit during the initial assessment will include all geographical locations listed within the customer's scope.

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- 2.3.7 The assessment team normally consist of a minimum of three assessors (a UKAS Assessment Manager plus one Technical/Peer assessor and Lay assessor). As of 1 June 2015, Lay/Patient representative(s) are included in each assessment team, however they are not included in the baseline fee.
- 2.3.8 Customers considering collaborative/innovative approaches to preparing for assessment and accreditation should contact UKAS in the first instance to discuss strategy and fees.
- 2.3.9 Where more than one IQIPS discipline is being assessed both the off-site and on-site assessment effort for the entire team may need to be increased to reflect the increased size and complexity of the customer and the additional effort to assess the quality management system. The off-site assessment effort for the Assessment Manager will be increased by a minimum of half a person day per discipline.
- 2.3.10 Customers with 10 or more service delivery locations will be charged a standard fee of £1,500 + VAT for a management review to enable UKAS to confirm their organisational structure and to assess the levels of management control across the service delivery locations. The customer will be given an opportunity to consider the review findings and discuss these with UKAS prior to agreement of the assessment approach and issue of a quotation for accreditation fees for the 4-year accreditation cycle. In such cases, fees will be calculated to take account of increased numbers of assessors needed to undertake on-site visits annually to a specified number of service delivery locations.
- 2.3.11 A formal quotation of assessment fees to cover the assessment effort for the entire 4-year accreditation cycle will be provided to the customer at the culmination of the pre-assessment and contract review meeting. Refers, *IQIPS1: The conduct of UKAS assessment and accreditation for the improving quality in physiological services scheme*. If the assessment team subsequently identifies a need for additional/extra assessment effort at any stage in the process the cost of this effort will be communicated to the customer immediately and a revised quotation issued. Additional effort will be charged at the rate shown in section 2.4 below.
- 2.3.12 Once a quotation of assessment fees has been accepted by the customer and before the initial assessment process can continue the first instalment of fees will be charged by issue of a formal UKAS invoice. Subsequent annual instalments of fees will be invoiced on the date of granting of accreditation and at the anniversary of the Grant of Accreditation thereafter. All fees are payable within 30 days of the invoice date.

### 2.4 Additional Effort/Assessment Fees

Any additional/extra effort outside of that allowed effort within the normal assessment and accreditation process will be charged at the day rate of £919 + VAT per person-day.

### 2.5 Extension/Reduction of Scope

An extension or reduction of scope that incurs an additional/extra assessment effort or leads to an increase or reduction in the size of the original assessment team will be re-quoted as necessary.

### 2.6 Travel and Subsistence

The costs of travel and subsistence for the Assessment Team are included within the accreditation fees, additional/extra effort fees and extension/ reduction to scope fees listed above.

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## 2.7 Cancellation of Assessment

- 2.7.1 Where the customer cancels or postpones the date of an assessment, web-based assessment or on-site visit, after it has been agreed, a fee is payable as set out below.
- 2.7.2 Assessments will normally be booked and agreed with the customer two or more months in advance.
- 2.7.3 Cancellation charging policy is as follows;

| Visit postponed / cancelled by customer                 | Charge          |
|---|-----------------|
| Within 14 days of issue of the quotation                | No charge       |
| 30 days or more before the start date of the assessment | 25% of the fee  |
| Within 30 days of the start date of the assessment      | 100% of the fee |

- 2.7.4 In all cases, any non-refundable travel or subsistence costs that have been expended will be recovered from the customer at cost price.
- 2.7.5 An invoice for the cancellation charge will be sent to the customer and UKAS reserves the right to withhold any grant, maintenance or renewal of accreditation until it is settled.
- 2.7.6 Non-payment of invoices which require payment in advance of the assessment date on the due date of the invoice is considered as a cancellation of the assessment by the customer and the cancellation policy will apply.
- 2.7.7 UKAS reserves the right, in extenuating circumstances to cancel or reschedule any scheduled assessment activity. In these cases, UKAS will be responsible for its own costs associated with the cancelled or rescheduled assessment. UKAS accepts no liability for any costs incurred by the customer themselves in relation to any assessment cancelled or rescheduled by UKAS in this way.
- 2.7.8 A minimum supplementary charge of £1,500 + VAT will be charged if the accreditation decision has to be deferred due to unreasonable delays by the customer in dealing with/evidencing improvement actions arising from the web-based assessment and/or on-site visit.

## 2.8 Cancellation of Contract

Cancellation of contract by the customer within the first two years of their accreditation cycle will incur a minimum charge of 75% of the total accreditation fee quoted for the 4-year accreditation cycle. For cancellation after that point, the customer will be required to pay the full outstanding balance for the accreditation cycle.

## 2.9 Invoicing

Invoices are raised in sterling and are due and payable in full. Value Added Tax will be applied according to UK rules.

## 2.10 Payment Terms

- 2.10.1 For UK customers, our standard payment terms are 30 days from the date of the invoice, except where indicated that payment is required before any work is undertaken. We reserve the right to withdraw credit, in which case payment is required before any work is undertaken.

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- 2.10.2 Fees up to and including initial assessment and any associated supplementary work must be paid before accreditation is granted.
- 2.10.3 We are committed to resolving any invoice queries as soon as possible. Any query over an invoice must be raised in writing to the [invoicingteam@ukas.com](mailto:invoicingteam@ukas.com) and copy [financehelpdesk@ukas.com](mailto:financehelpdesk@ukas.com) within 30 days of the date of the fee note. If no query is so raised within this period the fee will be due and payable without any right of further explanation, amendment or dispute.
- 2.10.4 We have a statutory right under the Late Payment of Commercial Debts Regulations 2013 to add interest and late payment at an annual rate of 8% plus the Bank of England base rate, calculated from the date of presentation of the invoice and to include charges for any costs of recovery, which will be added to and payable with any invoices amounts due. We also reserve the right to stop work and terminate accreditation on financial grounds if payment of any fees billed is unduly delayed
- 2.10.5 We accept electronic payment via bank transfers or credit card payments by phone. You can make a payment by phone by calling Finance on 01784 429003.

## 2.11 Applicable Law

- 2.11.1 Unless otherwise stated, our engagements are governed by, and constructed in accordance with English law. The Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning our engagements. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or claim that those courts do not have jurisdiction.
- 2.11.2 If any provision in this terms and conditions of business or any associated engagement letter, or its application, are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.

## 2.12 Complaints Procedure

- 2.12.1 In the event that an accredited physiological service wishes to complain to UKAS, any investigation undertaken will be in accordance with the Customer Feedback process, details of which are available on the UKAS website at <http://www.ukas.com/services/complaints-and-appeals/complaints/>.
- 2.12.2 The right of an accredited physiological service to appeal against an accreditation decision is contained in Paragraph 7 of the UKAS Agreement and the process governing appeals is set out in the UKAS Appeals Procedure, a copy of which can be found on the UKAS web-site at <http://www.ukas.com/services/complaints-and-appeals/appeals/>. An appeal will need to be submitted in writing to UKAS' Business Development Director (or nominated person) within one month of the date of the decision. Notwithstanding a customer's right to appeal an accreditation decision, a customer retains the obligation to pay UKAS for any work done in accordance with the payment terms as set out in this document.

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## 2.13 Rules for the Use of UKAS' Accreditation Symbols

- 2.13.1 UKAS has protected its accreditation symbols by registering them as Trade Marks in accordance with the Trade Marks Act 1994. The UKAS Medical accreditation symbol is currently registered as a Trade Mark and is available for use by physiological services accredited by UKAS.
- 2.13.2 The licence to use the UKAS Medical accreditation symbol will be granted by UKAS without discrimination to those physiological services who are accredited to the IQIPS Standard on condition that the service continue to meet the requirements of the standard, the regulations governing the use of the symbols, and fulfil the terms of their Agreement with UKAS.
- 2.13.3 A current list of physiological services accredited by UKAS and authorised to use the Medical accreditation symbol is available on the following web-site [www.ukas.org](http://www.ukas.org).
- 2.13.4 UKAS holds the right to the logo and symbols under licence from the Department for Business, Energy and Industrial Strategy (BEIS). BEIS obliges all users of the logo and symbols to comply with "*The National Accreditation logo and symbols: Conditions for use by UKAS and UKAS Accredited Organisations*", a current copy of which is available from UKAS or is accessible on the web-site at [www.ukas.com](http://www.ukas.com) under "Services/Publications". Users of the symbols must comply with the current conditions set out in this document.
- 2.13.5 Pictorial representation of the Symbols are available under *The National Accreditation logo and symbols: Conditions for use by UKAS and UKAS Accredited Organisations* as referenced above in 2.13.4

For guidance on colouring, size and permitted usages see the "Conditions for use".

## 3.0 Disclaimer

In addition to accepting to abide by the terms and conditions outlined above and within the UKAS Agreement, all customer organisations seeking or holding accreditation for IQIPS are required to comply with the terms set out in the attached IQIPS disclaimer at [Appendix A](#).

## 4.0 Call Recording

Your calls to UKAS and calls from UKAS to you may be recorded for training and quality purposes. UKAS may also use recorded calls for the purpose of handling complaint procedures.

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## Appendix A

### IQIPS Disclaimer Form

This disclaimer must be signed on application by all customers seeking accreditation against the IQIPS Standard.

|                            |   |
|----------------------------|---|
| <b>(organisation name)</b> | <b>(UKAS ref. no – For office use only)</b> |
|----------------------------|---|

|                               |
|-------------------------------|
| <b>(organisation address)</b> |
|-------------------------------|

- 1.0 The organisation agrees to keep confidential the entire contents of the Traffic Light Ready and Web-based Assessment Tools and accept that both online systems are solely for its own use in relation to performing regular gap analyses, assessment and accreditation.
- 2.0 The organisation accepts that while UKAS and its licensors (including any head or sub-licensor) have taken reasonable steps to ensure that, in respect of the delivery of physiological diagnostic services, the accreditation standard, criteria and supporting material comprising the Improving Quality in Physiological Services, IQIPS, standard (the "IQIPS Standard") are fit for the purpose of accrediting the providers of physiological diagnostic services in the UK, this is not warranted and (to the maximum extent permitted by law) neither UKAS nor any licensor will have any liability to any provider organisation or any other person in the event that the IQIPS standard is not fit for such purpose.
- 3.0 The provider organisation accepts that while UKAS and its licensors have taken reasonable steps to ensure that the IQIPS standard is fit for the purpose of accrediting the providers of physiological diagnostic services in the UK, the provision of physiological services by the provider in accordance with the IQIPS standard and the grant of accreditation by UKAS to such a provider does not guarantee that the provider will comply with its legal obligations to any third party (including the proper discharge of any duty of care) in providing such physiological services.

For and on behalf of the organisation

For and on behalf of UKAS

Signed

Signed

\_\_\_\_\_

\_\_\_\_\_

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Name (please print)

\_\_\_\_\_

Position held within the organisation

\_\_\_\_\_

Date \_\_\_\_\_

Name (please print)

\_\_\_\_\_

Position held within the organisation

\_\_\_\_\_

Date \_\_\_\_\_



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## DATA PROTECTION & SECURITY SCHEDULE

### 1. Definitions

In this schedule to the Standard Terms of Business, the following definitions shall apply:

- 1.1 **Agreement** means these Standard Terms of Business;
- 1.2 **Data Controller, Data Subject, Personal Data, Process, Processes, Processing** shall have the meanings given to them in the Data Protection Legislation;
- 1.3 **Customer Personal Data** means any personal data provided to UKAS by a customer or prospective customer, or on a customer's behalf, for the purpose of providing our services to you pursuant to this Agreement;
- 1.4 **Data Protection Legislation** means all data protection and privacy legislation, regulations and guidance applicable in respect of a party from time to time including, without limitation as applicable, Regulation (EU) 2016/679 (the "**General Data Protection Regulation**" or the "**GDPR**") and Data Protection Act 2018 (or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data) and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and any applicable guidance or codes of practice issued by Working Party 29, the European Data Protection Board or the Data Protection Regulator from time to time (all as amended, updated or re-enacted from time to time);
- 1.5 **Data Protection Regulator** means the UK Information Commissioner's Office, the European Data Protection Board or any successor body to either regulator from time to time and any other regulator or supervisory authority with jurisdiction over either party;
- 1.6 **Discloser** means the party disclosing Customer Personal Data to the Recipient;
- 1.7 **Privacy Notice** means the notice containing the information required to be provided to a Data Subject by the Data Protection Legislation;
- 1.8 **Purpose(s)** means the purposes for which Customer Personal Data is Processed under or in connection with this Agreement, as further set out in [UKAS' Privacy Notice](#);
- 1.9 **Recipient** means the party receiving Customer Personal Data from the Discloser;
- 1.10 **Schedule** means this Data Protection & Security Schedule which forms part of the Agreement;

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- 1.11 **Security Breach** means an actual, suspected or threatened event that affects the confidentiality, integrity, availability and/or resilience of the customer personal data, the systems on which it is processed, and/or the services through which it is accessed, including (without limitation) a 'personal data breach' as defined in data protection legislation;
- 1.12 **Special Categories of Personal Data** means personal data revealing racial or ethnic origin, political opinions, sex life or sexual orientation, religious or philosophical beliefs and trade-union membership. It also includes processing of genetic and biometric data used to uniquely identify a natural person and data concerning health;
- 1.13 **Third Party Recipients** means the third parties as set out in clause 3.3 of this Schedule and UKAS' Privacy Notice which can be found [here](#).
- 1.14 **UKAS or We or Us** means the United Kingdom Accreditation Service Ltd;
- 1.15 **You or Your** means customers or prospective customers of UKAS.

## 2. Data Protection

- 2.1 For the purposes of this Agreement, both UKAS and You are a data controller. You will be the Discloser and UKAS will be the Recipient of Customer Personal Data.
- 2.2 Each party shall Process the Customer Personal Data in accordance with the Data Protection Legislation.
- 2.3 In relation to the Customer Personal Data, the Discloser shall ensure that:
- 2.3.1 the Customer Personal Data has been obtained by it and transferred to the Recipient, in accordance with the Data Protection Legislation;
- 2.4 In particular:
- 2.4.1 the Customer Personal Data is accurate and up to date;
- 2.4.2 it has provided Data Subjects with a Privacy Notice on its own behalf and on behalf of the Recipient that allows the Recipient to Process the Customer Personal Data for the Purposes; and
- 2.4.3 to the extent that consent of the Data Subjects is required:
- (a) it has obtained the consent of the Data Subjects to:
- (i) its transfer of the Customer Personal Data to the Recipient; and
- (ii) the Processing of the Customer Personal Data for the Purposes by the Recipient; and

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(iii) it will immediately notify the Recipient in the event that a Data Subject withdraws or amends this consent.

2.5 Neither party shall Process Customer Personal Data for any purposes other than the Purposes.

## 3. Security

3.1 Without prejudice to clause 2.1 of this Schedule, the Discloser shall transfer Customer Personal Data using appropriate technical and organisational security measures including, but not limited to, using password protection when e-mailing Special Categories of Personal Data.

3.2 Without prejudice to clause 2.1 of this Schedule, the Recipient shall:

3.2.1 implement and maintain appropriate technical and organisational measures to preserve the confidentiality and integrity of the Customer Personal Data and prevent any unlawful Processing or disclosure or damage, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects;

3.2.2 ensure that employees who have access to Customer Personal Data have undergone training in the Data Protection Legislation and in the care and handling of Customer Personal Data;

3.2.3 not disclose any Customer Personal Data to any third party in any circumstances except as required or permitted by this agreement or Data Protection Legislation;

3.2.4 notify the Discloser promptly of any known breach of technical and organisational security measures where the breach has affected or could have affected the Customer Personal Data ("Security Breach");

3.2.5 notify the Discloser promptly if it receives any request or enquiry from a Data Protection Regulator or Data Subject with regard to the Customer Personal Data;

3.2.6 take reasonable steps to ensure the reliability of any of its employees, agents and contractors who have access to the Customer Personal Data;

3.2.7 ensure that only those of its employees, agents and contractors who need to have access to the Customer Personal Data are granted such access to the Customer Personal Data and only for the Purposes; and

3.2.8 ensure that the employees, agents and contractors who, in accordance with clause 3.2.7, have access to the Customer Personal Data:

(a) are informed of the confidential nature of the Customer Personal Data and are subject to appropriate contractual obligations of confidentiality;

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- (b) undergo training in Data Protection Legislation and in the care and handling of Personal Data; and
- (c) comply with the obligations set out in this Schedule.

- 3.3 In order to provide our services, UKAS may disclose the Customer Personal Data to UKAS group companies, regulatory bodies or other third parties including but not limited to, Accreditation Scheme owners, our Financial Auditors, our Peer Evaluators and other third parties as set out in our [Privacy Notice](#) ("**Third Party Recipients**").
- 3.4 In the event Third Party Recipients are located outside of the European Economic Area, UKAS will take further actions to ensure that the transfer is subject to adequate safeguarding measures and in compliance the Data Protection Legislation.
- 3.5 Parties shall cooperate with each other and take such reasonable commercial steps or provide such information as is necessary to enable the other party to comply with the Data Protection Legislation in relation to the Customer Personal Data.
- 3.6 A breach of this Schedule shall be deemed a material breach of this agreement.
- 3.7 At all times during the terms of the Agreement, You shall indemnify UKAS and keep UKAS indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by UKAS arising from any breach of the obligations You have under this Schedule except and to the extent that such liabilities have resulted directly from UKAS' instructions.

Should you require any further details regarding this Schedule or our Privacy Notice, please contact our Privacy and Data Compliance Officer (Georgia Alsop) via the following contact details:

Post: United Kingdom Accreditation Services Limited, 2 Pine Trees, Chertsey Lane, Staines-Upon-Thames, TW18 3HR

E-mail: [DataProtection@ukas.com](mailto:DataProtection@ukas.com)

Telephone: +44 (0) 1784 429000