

The Royal College of Psychiatrists [Centre for Quality Improvement]

Accreditation for Inpatient Mental Health Services

Terms and Conditions

General: These Terms and Conditions form part of the Agreement between the College and the NHS Trust/Private Healthcare Provider relating to the NHS Trust/Private Healthcare Provider's possible accreditation ("the Accreditation") by the College's Accreditation for Inpatient Mental Health Services ("the AIMS"), to the exclusion of any terms and conditions issued by the NHS Trust/Private Healthcare Provider/Private Healthcare Provider.

Fees and Expenses: The College's fees for the AIMS are those referred to in the document entitled "Joining Form".

In the event that, as part of the AIMS, in the College's opinion, further peer review visits are required as referred to in the document entitled "AIMS: Accreditation Process", the College's fees for such visits will be at the rate of £800 plus VAT per day.

All payments will be made in cleared funds in Sterling (£), free of any set-off or counter-claim of any kind.

The College reserves the right to charge interest (after as well as before any judgement) on all overdue payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

Provision of the AIMS: Whilst the College will endeavour to comply with any dates for the provision of the AIMS as agreed in writing with the NHS Trust/Private Healthcare Provider, such dates are estimated only and do not form a term of the Agreement.

Obligations of the NHS Trust/Private Healthcare Provider: The NHS Trust/Private Healthcare Provider will (and on behalf of all relevant staff and/or other agents):-

- (a) ensure that all NHS Trust/Private Healthcare Provider Staff are informed of and agree to the provision by the College of the AIMS;
- (b) provide the AIMS Team, in good faith, with all assistance and information, including without limitation, relevant papers and protocols, which the AIMS Team may require in relation to the AIMS;
- (c) cooperate fully with the AIMS Team to ensure that the AIMS Team is able to provide the AIMS in an open and informal manner;
- (d) provide the AIMS Team with adequate administrative support;
- (e) ensure that all information provided by the NHS Trust/Private Healthcare Provider Staff to the AIMS Team is provided in good faith, and is complete and accurate and not misleading in any respect;
- (f) make the final draft report of the lead member of the AIMS Team, prior to any submission to the College's Special Committee for Professional

Practice and Ethics for Accreditation, available to all NHS Trust/Private Healthcare Provider Staff whose practice is referred to or considered in such report, and forward any comments or observations made by such persons on the report to the lead member of the AIMS Team;

- (g) not make the final draft report available to any third party other than NHS Trust/Private Healthcare Provider Staff referred to at except with the prior written consent of the College; and
- (h) make any final such report available to all groups it reasonably considers may have an interest in its subject matter, including without limitation, professional bodies, regulators and service user groups, and will promptly inform the College in writing of all such Groups to whom such report has been made available.

Intellectual Property: All intellectual property rights in the materials produced by the College in the provision of the AIMS, including without limitation, any report of the lead member of the AIMS Team, will remain the property of or vest in the College.

Warranties: The College warrants to the NHS Trust/Private Healthcare Provider that the AIMS will be provided by the AIMS Team using all reasonable care and skill.

Except as provided above and so far as permitted by law, the College gives no other warranties of any kind whether express or implied in relation to the AIMS and/or any Accreditation.

Limitations: Except in respect of death or personal injury caused by the College's negligence, the Company will not be liable to the NHS Trust/Private Healthcare Provider (or the NHS Trust/Private Healthcare Provider Staff) by reason of any representation or any implied warranty or condition, or any duty at common law or under the express terms of the Agreement, for any consequential loss or damage which arise out of the AIMS and/or any Accreditation, and without prejudice to the generality of the foregoing, will have no liability to the NHS Trust/Private Healthcare Provider Staff or service users.

The aggregate liability (if any) of the College in respect of any single claim brought against it in respect of the AIMS and/or any Accreditation shall in no circumstances be greater than the level of its professional indemnity insurance cover from time to time.

Indemnity: The NHS Trust/Private Healthcare Provider will indemnify the College and/or the AIMS Team and respectively keep each of them fully and effectively indemnified in respect of all or any costs, claims, liabilities, damages and expenses suffered or incurred by the College and/or the AIMS Team as a direct or indirect consequence of any breach by the NHS Trust/Private Healthcare Provider of any term of this Agreement and/or claim made by any third party in connection with the AIMS, to include without limitation, any claim by any service user alleging damage as a result of any course of action taken by the NHS Trust/Private Healthcare Provider on the basis of advice given by College pursuant to the AIMS, and any claim for defamation brought by any NHS Trust/Private Healthcare Provider Staff.

Cancellations: Cancellation of the AIMS will only be accepted by the College if received by the College in writing prior to it having commenced provision of the AIMS. Without prejudice to any other remedies it may have, the College will be

entitled to claim for all reasonable administrative costs incurred by the College or any other loss caused by reason of the cancellation.

Continuing Obligations of the NHS Trust/Private Healthcare Provider following any Accreditation: These are as set out in the document entitled "AIMS: Accreditation Process".

Appeals Procedure: This is as set out in the document entitled "AIMS: Accreditation Process".

Force Majeure: The College will not in any event be liable to the NHS Trust/Private Healthcare Provider or be deemed to be in breach of the Agreement by reason of any failure to perform the AIMS and/or recommend the NHS Trust/Private Healthcare Provider for any Accreditation, if the failure was due to any cause beyond the College's reasonable control.

Confidentiality: Neither the College (and on behalf of the AIMS Team) nor the NHS Trust/Private Healthcare Provider (and on behalf of the NHS Trust/Private Healthcare Provider Staff) will disclose to any third party any confidential information belonging to the other or arising out of the provision by the College of the AIMS, except as otherwise expressly provided in the Agreement or as required by law.

Suspension and Termination: The College will be entitled to suspend or terminate the Accreditation in the circumstances referred to in the document entitled "AIMS: Accreditation Process".

If the NHS Trust/Private Healthcare Provider commits any material or persistent breach of any term of the Agreement, at its sole option, the College will be entitled to suspend or terminate the provision of the AIMS.

In addition, if the NHS Trust/Private Healthcare Provider becomes insolvent, makes an arrangement with its creditors or has a receiver, administrative receiver or administrator appointed over all or any of its assets or enters into liquidation, then the College will be entitled to terminate the Agreement with immediate effect without prejudice to any other right or remedy of the College.

Upon termination of the Agreement at any time and without prejudice to any other right arising, any sums payable by the NHS Trust/Private Healthcare Provider to the College will become immediately payable and the NHS Trust/Private Healthcare Provider will return to the College all property, in whatever form, belonging to the College.

Entire Agreement: The Agreement comprises the entire agreement between the College and the Trust in relation to the AIMS and cannot be varied except by prior written agreement between the parties.

Assignment: The NHS Trust/Private Healthcare Provider will not be entitled to assign, transfer or sublicense the benefit of or any obligations under the Agreement.

Notices: Any notice which is required to be given under the Agreement will be duly served if sent by pre-paid first class letter addressed to the party to which it shall be sent at its last known address and shall be deemed to be delivered 2 days after posting.

Insurance: The NHS Trust/Private Healthcare Provider will effect and maintain an insurance policy with a reputable insurer in an amount approved in writing by the College in respect of its liabilities under the heading "Indemnity" in these Terms and Conditions, and at the request of the College from time to time, will make a copy of such policy available to the College.

Miscellaneous: The NHS Trust/Private Healthcare Provider acknowledges and confirms that the NHS Trust/Private Healthcare Provider Staff are and will remain agents of the NHS Trust/Private Healthcare Provider (and not of the College) and that its service users are and will remain service users of the NHS Trust/Private Healthcare Provider (and not of the College).

The College shall be entitled to use the data from AIMS in its contributions to reports and research papers from time to time provided that the identities of the NHS Trust/Private Healthcare Provider, the relevant clinic, the NHS Trust/Private Healthcare Provider Staff and service users will not be disclosed.

Proper Law, Jurisdiction and Third Party Rights: The Agreement will be governed by and construed in accordance with the provisions of English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts in relation to the Agreement and its subject matter.

The Agreement does not intend nor does confer on any third party any enforceable rights and the Contracts (Rights of Third Parties) Act 1999 will not apply.