

The Royal College of Psychiatrists' Centre for Quality Improvement
Quality Network Terms and Conditions

General:

These Terms and Conditions form part of the Agreement between the College and the Member Organisation relating to the Member Organisation's participation in the College's Quality Network, to the exclusion of any terms and conditions issued by the Member Organisation.

In this instance, the terms and condition relate to the Quality Network for Forensic Mental Health Services (QNFMHS).

These Terms and Conditions may be updated by College and the most recent version will be available on the Quality Network webpage.

Fees and Expenses:

The College's fees for the Quality Network are those referred to in the document entitled "QNFMHS Costing Structure". 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 on all overdue payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

All payments are required within 30 days of the invoice being received. The Quality Network will not provide a service to those that have not paid subscription fees. The Quality Network reserves the right to postpone the peer review, withhold accreditation decisions or suspend accreditation if subscription payment has not been received.

In instances where membership is terminated by the Member Organisation prior to subscription fees being paid, administrative and demobilisation costs will be incurred. The cost of any membership benefits received up to the point of termination will also be required.

Membership Term:

The membership term will last the duration of the dates specified on the subscription invoice unless terminated in line with the 'Suspension and Termination' section of the membership terms and conditions.

Obligations of the Member Organisation:

The Member Organisation will (and on behalf of all relevant staff and/or other agents):-

- (a) ensure that all Member Organisation staff are informed of and agree to the provision by the College of the Quality Network;
- (b) provide the Quality Network Team, in good faith, with all assistance and information, including without limitation, relevant papers and protocols, which the Quality Network Team may require in relation to the Network. This would include anonymised documentation relating to compliance with quality standards and regulator reports;
- (c) cooperate fully with the Quality Network Team to ensure that they are able to provide the Quality Network in an open and informal manner;
- (d) ensure that all information provided by the Member Organisation Staff to the Quality Network Team is provided in good faith, and is complete, accurate and not misleading in any respect;
- (e) support a minimum of three clinical staff members to attend peer reviews at other services taking part in the Quality Network and cover any reasonable travel expenses relating to the review. Where a member of staff is no longer able to attend a peer review, it is the Member Organisations

responsibility to find a suitable replacement to attend. A charge may be incurred if a replacement cannot be found;

(f) make the final draft report, available to all Member Organisation 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 Quality Network Team;

(g) promptly provide potential peer review dates to the Quality Network Team, ensure that the date remains available once confirmed by the Quality Network and make all necessary arrangements for the peer review as outlined in the welcome pack including dissemination of questionnaires. The Member Organisation will be required to comply with the specified peer review timelines to avoid unnecessary delays to the review process;

(h) the service agrees to promptly alert the Quality Network Team to:

- any reports from regulatory or professional bodies (for example the Care Quality Commission, Healthcare Inspectorate Wales, the Northern Ireland Regulation and Quality Improvement Authority and Healthcare Improvement Scotland) that include any mention of the service;
- any current investigations, serious untoward incidents, serious complaints or any other information that might indicate potential safety concerns within the service.
- any matters or events that may impact the accreditation status of the Member Organisation.

Intellectual Property:

All intellectual property rights in the materials produced by the College in the provision of the Quality Network, will remain the property of or vest in the College.

The data contained within self or peer review workbooks are confidential and not to be disseminated to anyone outside the Member Organisation or named peer review team without the permission of the College. Any copies, electronic or paper, of the self or peer review workbook retained by members of the review team after the service has received accreditation, should be destroyed.

All local reports provided for the Member Organisation by the Quality Network should not be disclosed outside of the organisation unless they are obliged for legal or regulatory reasons. If the Member Organisation intends to share the local report more widely, permission must be requested from the College.

The College or Quality Network logo cannot be used by the Member Organisation without written permission.

Data Protection:

All activity related to the Quality Network is subject to the [CCQI quality improvement and accreditation networks privacy notice](#)

The College shall be entitled to use the data from Quality Network in its contributions to reports and research papers from time to time provided that the identities of the Member Organisation, the relevant clinic, the Member Organisation Staff and service users will not be disclosed.

Warranties:

The College warrants to the Member Organisation that the Quality Network will be provided by the Quality Network 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 Quality Network.

Accreditation:

Any accreditation status remains within the limitations of the accreditation terms. The Quality Network reserves the right to withdraw or suspend accreditation if we reasonably believe that the required standards are not being upheld. The Member Organisation has an obligation to inform the Quality Network of any situation that has impacted on their ability to comply with the required quality standards. There may be an additional fee required if additional work is required to reinstate accreditation.

Limitations:

Except in respect of death or personal injury caused by the College's negligence, the College will not be liable to the Member Organisation (or the Member Organisation Staff or any other organisation/person) 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 Quality Network, and without prejudice to the generality of the foregoing, will have no liability to the Member Organisation 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 Quality Network shall in no circumstances be greater than the amount of the annual fee paid in that year of the Quality Network membership.

Indemnity:

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

Cancellations:

Cancellation of membership to the Quality Network will only be accepted by the College if received by the College in writing prior to it having commenced provision of membership. No refund will be given for services that withdraw during a subscription year.

If a Member Organisation decides to cancel their scheduled peer review, the Quality Network will try to arrange a review on another day but cannot guarantee that this will be possible. The Member Organisation will still be required to pay the full membership fee. It is the responsibility of the Member Organisation to complete the self-review (and questionnaires) within a required timeframe ahead of the peer review. If the Member Organisation has not completed these, the Quality Network may be required to cancel the peer review. They will try to arrange the review on another day but cannot guarantee that this will be possible. The Member Organisation will still be required to pay the full membership fee. There may be a charge for any additional costs incurred by the review cancellation.

The Quality Network will make every effort to recruit sufficient peer reviewers to attend the peer review. Where insufficient reviewers are recruited, or where reviewers are unable to attend at short notice, the Quality Network may be required to cancel the peer review. The Quality Network will try to arrange a review on another day.

Appeals Procedure:

This is as set out in the document entitled "CCQI Appeals Process".

Force Majeure:

The College will not in any event be liable to the Member Organisation or be deemed to be in breach of the Agreement by reason of any failure to perform the Quality Network, if the failure was due to any cause beyond the College's reasonable control.

Confidentiality:

Neither the College nor the Member Organisation (and on behalf of the Member Organisation 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 Quality Network, except as otherwise expressly provided in the Agreement or as required by law.

Suspension and Termination:

If the Member Organisation 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 Quality Network. In addition, if the Member Organisation 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 Member Organisation to the College will become immediately payable and the Member Organisation 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 Member Organisation in relation to the Quality Network and cannot be varied except by prior written agreement between the parties.

Assignment:

The Member Organisation will not be entitled to assign, transfer or sublicence the benefit of or any obligations under the Agreement.

Insurance:

The Member Organisation will effect and maintain an insurance policy with a reputable insurer 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:

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.