

Terms and Conditions of Business

Healthcare Quality Quest Ltd
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This is the basis on which we will carry out work on your behalf. Please read it carefully.

- 1. Our responsibility.** We will carry out work for you in accordance with the following:
 - The description in our proposal and any subsequent documented changes to the proposal to which we both agree on
 - Our Code of Conduct.
- 2. Your responsibility.** You are responsible for making the arrangements described in the proposal and/or confirmation, including to arrange to pay promptly Healthcare Quality Quest the fees and other expenses for the work in accordance with the terms confirmed.
- 3. Basis of fees and other costs.** Our fees are based on the following: The number of our staff and the amount of their time required to provide the service; the number of books or other materials to be provided; the amount of our time required, if any, to customize one of our standardized products or services or to develop a new product, service or programme to meet your requirements; and the amount of time required, if any, to carry out follow-up activities as described in our proposal or as requested by you. We reserve the right to increase our fees when a service is provided outside of normal business hours at your request.

We charge VAT on our fees and on our travelling and any other direct costs. Mileage is charged at rates approved by Inland Revenue. When we incur costs other than for direct travel and subsistence, eg, expenses related to equipment rental, catering for a meeting held on your behalf or honoraria paid to others, we will agree to these expenses with you in advance and we will charge these costs to you at our cost plus VAT.

- 4. Payments.** You should arrange that our invoice is paid within 14 days of the date of invoice. You can pay by BACS, cheque, standing order or direct debit. If an invoice is not paid on time we reserve the right to charge interest at the rate of 4% above the National Westminster Bank base lending rate from the date payment is received.

- 5. Cancellations.** If you have to cancel a service which you have booked with us, we will charge the following fees:

- For a cancellation received 30 to 60 working days prior to the booked date 25% of the total fee
- For a cancellation received 30 to 7 working days prior to the booked date 50% of the total fee.
- For a cancellation received less than 7 working days prior to the booked date 100% of the total fee.

- 6. Copyright and liability.** All publications and materials which are copyright by us and are made available to participants in educational events remain our property and we retain full ownership of all rights, including copyrights, in such works, materials and products.

Publications and materials which are copyright by Healthcare Quality Quest shall not be reproduced, stored in a retrieval system, nor transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise without our prior permission.

Informally, we grant permission to participants in our educational events to use our material with their colleagues internal to the organization as long as the material is not used for income-generating purposes and with the understanding that participants will seek our written permission to reproduce any of our material in publications internal or external to the organization.

- 7. Quality of service.** If any difficulties arise or you are dissatisfied with our service, please discuss your concerns with us immediately so that we can reach an amicable solution. You can contact the Managing Director or any member of our staff to express your concerns.

- 8. Offers of employment.** You or anyone in your organization will not make an offer of employment to any of our staff involved in the provision of any service for a period of one year from provision of the service.

Our Principles of Doing Business

1. We do everything we can to continuously improve the quality of the products and services we offer to you.
2. We believe that what is best for you is best for us. We strive to take the time needed to provide the best possible service for you each and every time we work for you.
3. We act professionally, honestly and ethically in every circumstance we face.
4. We operate as efficiently as we can. Every one of our staff is involved directly in providing services for you.
5. We price our services fairly and honestly at rates which enable us to stay in business year after year.

Our Code of Conduct

Responsibilities to our customers

1. **Confidentiality.** Our business relationship with you, the work we do for you and any information we learn about your organization is confidential to our company. We will not reveal our business relationship with you or the work we do for you to anyone outside our company unless you give us permission to do so or our work for you is revealed through an agreed acknowledgement of our work that you make, for example, in a presentation or publication which is made available outside your organization, or we are required to do so by law.
2. **Qualifications and competition.** We accept only work that we believe we are qualified to perform. We present information about our products and services factually and honestly. We do not make comparisons with any competitor or any competitor's products or services.
3. **Agreement to work.** Before we start to work for you, we will give you a proposal that defines our understanding of the work we will do, the desired results of the work, the costs associated with the work and how our performance of the work will be evaluated. We will revise our proposal in response to reasonable requests from you in advance of our start of the work. We will not undertake work without your formal agreement to our original or revised proposal. If for any reason, our ability to perform the work changes after we undertake work for you, we will inform you and, with your agreement, take action to address the situation.
4. **Communication.** We accept responsibility for our role in maintaining effective communications with you and for supplying agreed written reports and documentation.
5. **Conflict of interest.** We avoid work or charitable contributions of time or money that may give rise to a conflict of interest. If we foresee a potential conflict of interest, we will notify those involved and strive to obtain agreement by all those concerned to the right course of action in the circumstances.

6. **Evaluation.** We will share with you any evidence we have on the evaluation of our work (except that we will not disclose to you confidential information about any of our customers). We will act promptly and responsibly to resolve any concerns about the quality of our work.

Responsibilities to our staff

1. **Role clarity.** We act to ensure that each of our employees knows his or her role in the company.
2. **Training and development.** We act to enable each employee through ongoing education and development activities to carry out his or her role with competence and confidence.
3. **Recognition.** We respect and recognize each employee for his or her contribution to the company in accordance with the company's available resources.

Responsibilities to our profession

1. **Currency.** We make every effort to ensure that our products and services reflect current valid knowledge of the subject.
2. **Recognition.** We endeavour to achieve recognition of the art and science of measuring and improving the quality of healthcare services as a specialized area of expertise.
3. **Contribution.** We make contributions of time to professional societies, associations or charitable organizations which have an aim of promoting the improvement of the quality of healthcare services through the application of current scientific evidence and methods.