

## **Terms and Conditions for Scheme Distribution Agents**

**These terms and conditions must be read in conjunction with the contents of the Schemes' Manuals and, where applicable, the individual agent's contract for services.**

### **1. Registration - Agents**

Distribution agents are required to complete a re-registration form annually, confirming their details and that they have read and agree to these terms and conditions.

### **2. Registration – Participants**

Participation in the UK NEQAS Haematology and UK NEQAS Blood Transfusion Laboratory Practice (BTLP) Schemes may begin at any time during the year with pro rata charges being made. Supplementary charges for special delivery services will be added to invoices where applicable.

Participation will commence following the return of completed participant registration documents. The Scheme reserves the right to delay participation until payment has been made. Registration forms must be completed in typed capital letters and saved as a pdf before returning to the Scheme.

Participation will commence with the next scheduled distribution provided that registration documents are received at least three weeks prior to the date of the next distribution, subject to the availability of survey material.

Annual re-registration of participants takes place within the first three months of the calendar year. The agent will be sent a spreadsheet containing the details of the participants registered through the agent, for checking and amendment where applicable, including any requests to de-register. Where re-registration is not confirmed, this will be taken as an indication that registration should continue unchanged, unless a request to deregister is received in writing\*. Any material sent in the meantime will be charged for.

The agent will also be sent a schedule of distributions and the subscription fees for the coming year.

Participants may download their own certificates of registration.

### **3. Changes to participant's details**

All changes to participants' details including new registrations and suspensions must be received in writing. Three weeks notice is required for changes to be implemented. Any material sent in the meantime, based on the current details held, will be charged for.

### **4. Sample Delivery and Distribution**

UK NEQAS Haematology and Transfusion courier service (where subscribed) is limited to DAP (Delivered at Place) with participants responsible for the settlement of any VAT/Duty and customs charge applied on receipt of samples. From time-to-time courier companies may contact the Main Contact for information to support delivery of samples. Where this is the case participants are encouraged to respond to such queries directly to avoid delays in receiving samples.

Distributions can either be sent directly to the participant or via a distribution centre arranged by the agent. Where specimens are delivered to a central location, the agent/distributor must not open nor re-label individual specimen packages.

UK NEQAS will not accept responsibility for the contents of any package opened without authority, unless a variation has been agreed in writing with the Scheme Organiser. Each set of specimens is packed separately for each participant and labelled clearly.

Where specimens are delivered centrally for onward distribution, the agent/distributor is responsible for ensuring that the packages are delivered to the individual participating laboratories in the same condition in which they were received. Onward distribution should take place on the same day as receipt, but if delayed, the packages should be stored in accordance with the requirements stated on the outside of the package.

### **5. Payment**

Participation in the schemes is deemed to be continuous for each UK financial year (1st April to 31st March). Subscription fees are payable in advance and annual invoices are issued in the first 3 months of the participation year. Quarterly invoices can be arranged for agents on request. Payment is expected within 28 days of invoicing. Cancellation is required in writing and annual subscription fees will only be refunded pro rata if the participation period is less than nine months. Failure to pay

the subscription charge may result in suspension of registration of all the participants registered through the agent. Subsequent re-instatement will incur a £50 fee per participant. Any requests for refunds due to a payment made in error will have £20 deducted to cover administration and bank charges for international payments. Any bank charges incurred in the payment of invoices must be settled by participants.

For non-UK distributors, invoicing and administration is undertaken by QED Haematology Ltd and QED Blood Transfusion Ltd on behalf of UK NEQAS Haematology and Transfusion.

### **6. Data Security**

The Scheme operates a secure website data entry facility. Once a registration is complete, identity codes (IDs) and passwords will be issued to individual participant contacts via a system generated email. UK NEQAS does not hold password information; Agents/Distributors can only access this by special arrangement with individual participants. Any such details must not be shared by the agent/distributor with any third party without the permission of the participants and should be destroyed if the participant is no longer a customer of the agent/distributor. It is also the responsibility of the participating laboratory or agent/distributor to inform the Scheme, in writing, of changes in staff with authorised access. The Scheme does not take responsibility for the misuse of confidential results.

### **7. Review of Performance**

The performance of new distributors will be assessed after 6 months and the performance of established distributors every two years. Any unsatisfactory performance (e.g. persistent delays in onward distribution; late payment of invoices) will be brought to the attention of the distributor with a timescale for resolution of any issues identified. UK NEQAS reserves the right to give 3 months' notice to terminate an agreement with a distributor, where such performance issues remain unresolved.

**\*Note: For clarity, "in writing" includes email, fax or letter throughout the document**