

SEQOHS Terms and Conditions

Any occupational health service provider and any occupational health physiotherapy provider ("Service") that is registered with or accredited by the SEQOHS Accreditation Scheme ("SEQOHS") must read and acknowledge the SEQOHS Terms and Conditions, as part of their application, and agree to comply with the current SEQOHS Terms and Conditions as published on the SEQOHS website.

Definitions

SEQOHS registration	The initial stage whereby a Service registers online and commits to working towards accreditation.
Working towards	A Service that has registered with SEQOHS but is not accredited, because the Service has not yet demonstrated that the Service is meeting the standards.
Assessment	The process by which SEQOHS Assessors review the evidence provided by the Service to ascertain whether or not the Service meets the current SEQOHS Standards.
Accreditation	The desired outcome of a SEQOHS assessment, i.e. recognition of a safe, effective and quality Service. Accreditation lasts for a period of 5 years.
Reaccreditation	The process of renewing accreditation at the end of the 5-year period.
Deferral	The additional time allowed for the Service to provide additional evidence to show that current SEQOHS Standards have been met.

Registration

The completion of the SEQOHS online registration form by the Service and payment of the SEQOHS Stage 1 fee are required. By completing the SEQOHS registration form and paying the Stage 1 fee, the Service agrees to SEQOHS Terms and Conditions and agrees to actively work towards accreditation.

Fees

The Service undertakes to pay the annual fees which are listed on the SEQOHS website at www.seqohs.org

Stage 1

Following registration, the Service reviews the SEQOHS Standards, completes an action plan, undertakes any quality improvement needed, and uploads evidence to the SEQOHS webtool prior to signing off their self assessment. This stage is referred to as Stage 1.

The Stage 1 fee is payable annually from the point of registration until the Service moves to Stage 2.

Stage 2

Following the sign-off of the self assessment, the SEQOHS assessment process begins, starting with a readiness check, allocation of SEQOHS Assessors and arrangements for the accreditation e-visit.

The Stage 2 fee is payable on sign-off of the self-assessment. A pro rata fee is calculated for the current year to take into consideration Stage 1 fees already paid.

Once accredited, the Service will be required to have an annual review. The cost of annual reviews is included in the annual Stage 2 fee.

SEQOHS accreditation lasts for five years, conditional upon successful completion of the annual review, and payment of the annual Stage 2 fee.

In order to avoid a lapse in certification, in the last year of accreditation the Service should make contact with the SEQOHS office for advice and support as early as possible, so that the Service has sufficient time to make adequate checks and preparations for re-accreditation.

All fees are non-refundable.

Readiness checks

The Service agrees to:

- Populate the webtool as advised by SEQOHS;
- Provide suitable commentary and evidence required for assessment;
- Abide by the timescales agreed with the SEQOHS.

SEQOHS accreditation e-visit

- The Service agrees to afford the SEQOHS Assessors such reasonable cooperation and access to any information and facilities as may be necessary to conduct the SEQOHS accreditation assessment.

- The Service will ensure that it has suitable resources available and working for the e-visit, including access to IT , a robust Wi-Fi connection and a handheld device, as well as key staff present as agreed with the SEQOHS assessment team.

Cancellation of the SEQOHS accreditation e-visit

Once the date of the SEQOHS accreditation e-visit has been agreed by the Service, SEQOHS Assessors are appointed to carry out the work. In the event of cancellation or postponement by the Service, the following cancellation charges will apply:

- More than 30 days' notice: 25% of the current Stage 2 fee
- More than 14 days, but less than 30 days' notice: 50% of the current Stage 2 fee
- 14 days, or less, notice: 100% of the current Stage 2 fee

The current Stage 2 fee is published on the SEQOHS website.

SEQOHS accreditation

The SEQOHS accreditation certificate remains valid for five years from the date of issue, subject to satisfactory annual reviews and payment of the annual Stage 2 fee.

The Service will be required to re-accredit every five years in order to maintain its accreditation.

In the event of withdrawal from accreditation, or non-successful reaccreditation, the Service will not continue to claim SEQOHS accreditation status or use SEQOHS logos in any form or in any media.

The accredited Service receives SEQOHS accreditation based on the evidence submitted. SEQOHS accreditation does not provide a guarantee of the Service's work and SEQOHS is not responsible for any errors or omissions made by the Service.

Appeals

Appeals against decisions made with regard to SEQOHS accreditation, including granting, denying or withdrawing accreditation, will be processed in accordance with the current SEQOHS Appeals Policy which can be found on the SEQOHS website.

Extending accreditation

Should a Service fail to meet the required deadlines, but can provide evidence of exceptional extenuating circumstances, the request to extend accreditation will be considered on an individual basis. This may result in the OH service name being removed from the accredited providers' list.

Any significant lapse or failure to comply with SEQOHS Standards, including failure to meet annual review deadlines, may result in the Service being instructed to remove all references to current SEQOHS accreditation and to remove any SEQOHS logos from its website and all other media.

Termination

This Agreement shall continue until terminated by either party by giving 90 days' written notice to the other.

At the date of termination of this Agreement by either party, the SEQOHS accreditation certificate shall immediately cease to be valid and the Service will be removed from relevant listings on the SEQOHS website.

Any termination of this Agreement, however caused, shall be without prejudice to any rights or liabilities of the parties which have been accrued on or before the date of termination, but neither party shall have any rights to require performance of or liabilities to perform this Agreement after such date.

Upon termination of this Agreement for any reason:

- Notwithstanding any other provisions of this Agreement, the terms of termination, confidentiality, liability and indemnity as outlined in the Agreement above shall continue in accordance with their terms; and
- All fees and charges accrued and unpaid pursuant to this Agreement shall forthwith become due and payable.

Additional terms

The Service shall:

- not take any action or use SEQOHS accreditation or its representing brand or logos in any such manner that may harm the reputation of SEQOHS or its affiliated contractors, partners or representatives; and
- inform the SEQOHS office of any planned changes which may impact the Service's conformity with this Agreement and SEQOHS Standards or may otherwise affect, or potentially affect, the Service's capability or scope of accreditation, including but not limited to the following changes:
 - a. Ownership – mergers / acquisitions / sale
 - b. Legal, commercial or organisational status
 - c. Key organisation or management capabilities
 - d. Personnel, equipment, facilities, working environment or other resources, where significant
 - e. Premises

Indemnity

The Service undertakes to indemnify the Faculty of Occupational Medicine, through the SEQOHS accreditation scheme, against any losses suffered by or claims made against it, as a result of misuse by the Service of any certificate of accreditation or licence to use any accreditation mark granted by, or as a result of any breach by the Service of the terms of this Agreement.

The Service acknowledges that this Agreement shall not operate to grant, assign or transfer to the Service any intellectual property rights in the SEQOHS logo or any goodwill in the same. The Service warrants and undertakes to immediately discontinue any permitted use of the SEQOHS logo upon the expiration of the term, unless the Agreement shall be renewed, upon the suspension or termination of this Agreement.

Disclaimer

While SEQOHS has taken reasonable steps to ensure that the current SEQOHS Standards are fit for the purpose of accrediting the Service:

- a) This is not warranted and to the maximum extent permitted by law SEQOHS will not have any liability to any Service or any other person in the event that the current SEQOHS Standards are not fit for such purpose.
- b) The provision of services by a Service in accordance with the SEQOHS Standards and SEQOHS accreditation does not guarantee that the Service will comply with its legal obligations to any third party including the proper discharge of any duty of care in providing such services.
- c) The Service accredited by SEQOHS or working towards SEQOHS accreditation must pay annual fees as published on the SEQOHS website and acknowledges and accepts that non-payment of annual fees may result in withdrawal of SEQOHS accreditation and/or access to the SEQOHS webtool.

Law and jurisdiction

This Agreement shall be governed and construed in accordance with English law. The parties hereby submit to the exclusive jurisdiction of the English courts.