



## Terms and Conditions

Version 3.0

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### Introduction

This document outlines the terms and conditions governing all services registered with an accreditation programme operated by the Royal College of Physicians (RCP) Accreditation Unit (“the Accreditation Unit”). Registration for accreditation constitutes acceptance of these terms and conditions.

### Disclaimer

All services seeking or holding accreditation (“the Service”) acknowledge and agree to the following:

#### 1. **Confidential Use of System**

The Service shall keep confidential all content, materials, and information contained within the accreditation online system. Access is granted solely for the purpose of self-assessment, accreditation, and related internal activities.

#### 2. **Limitations of Warranty and Liability**

- The Accreditation Unit has taken reasonable steps to ensure that accreditation standards and supporting materials are appropriate for their intended purpose; however, no warranty (express or implied) is provided. To the fullest extent permitted by law, the Accreditation Unit accepts no liability for any loss or damage arising from the use or suitability of such standards or materials
- Accreditation does not constitute a guarantee that the Service complies with any legal obligations owed to third parties, including but not limited to statutory duties, regulatory requirements, or duties of care
- Accreditation does not guarantee the Service’s ongoing performance or continued compliance with the assessed standards (although this would be the expectation).

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### **Fees and Cancellations**

- The Service agrees to pay all subscription fees communicated at the time of registration. Fees may be revised in line with the AU Pricing / Fees policy and the service will be given reasonable notice of any revisions
- Subscription fees will be invoiced and The Service agrees to pay the fee within 30 days

- If a Service cancels their subscription, they will be responsible for payment of any outstanding fees, pro-rata to the notice period
- Where an assessment date has been agreed, any cancellation or postponement initiated by the Service may incur a cancellation fee (in 2026 this is £200 but may be subject to change in future years)

### **Non-Payment**

Failure to pay annual fees may result in suspension or withdrawal of accreditation and/or access to the accreditation online system.

### **Compliance**

The Service must maintain full and continuous adherence to all accreditation standards. Where there is reason to believe that compliance may not be upheld, the organisation may be required to provide immediate and satisfactory evidence demonstrating conformity. Failure to provide such evidence within the specified timeframe, or failure to meet the required standards, may result in suspension or withdrawal of accreditation.

## **Cancellation and Termination**

1. Either party may terminate this agreement, the notice period for termination of the agreement is 3 months for the RCP Accreditation Unit and 3 months for the service
2. Accreditation shall immediately cease upon termination of this agreement for any reason
3. The Accreditation Unit may terminate without notice if the Service User is found to be in breach of any terms of this agreement
4. Termination shall not affect any rights or liabilities accrued prior to the termination date
5. Following termination, the Service must immediately discontinue all use of accreditation marks, branding, and references to accreditation
6. The Service must also make all service users and stakeholders aware that the service is no longer accredited

## **Confidentiality**

The Accreditation Unit and its authorised agents shall maintain confidentiality regarding all information provided by the Service during the accreditation process.

Accreditation status is publicly available information, through the Accreditation Unit website.

Exceptions apply where:

- information is already in the public domain
- disclosure is required by law, court order, or regulatory authority (i.e. the CQC)
- disclosure is required for an investigation by a legally empowered organisation (eg healthcare regulators)

All information will be held in accordance with the RCP's Information Governance Policy.

## **Intellectual Property**

1. All intellectual property rights in the accreditation standards, methodologies, training materials, online systems, documentation, and associated content (“accreditation materials”) are owned by or licensed to the RCP Accreditation Unit
2. The Service is granted a non-exclusive, non-transferable, revocable licence to use the accreditation materials solely for internal purposes related to accreditation with the RCP. Withdrawal or removal from the accreditation scheme will result in immediate revocation of licence.
3. The Service shall not reproduce, distribute, modify, publish, or create derivative works from any accreditation materials without prior written consent from the Accreditation Unit
4. The Accreditation Unit retains all rights in its trademarks, logos, and branding. Accredited Services may use approved accreditation marks only in accordance with the Accreditation Unit’s branding guidelines and only while accreditation remains valid and it has been approved by the Accreditation Unit through the operational team.

## **Activities Provided by the Accreditation Unit**

The Accreditation Unit shall:

1. Facilitate accreditation, annual assessment, and reaccreditation of services
2. Support the service through the accreditation journey from registration through dedicated resource from the operational team and clinical leadership team where required including the provision of training and resources
3. Ensure consistent application of accreditation standards by appointing trained assessors. The Service will be notified of the assessment team in advance and may raise objections on grounds of conflict of interest
4. Issue an accreditation certificate upon successful accreditation, specifying duration and any conditions (including annual renewal requirements)
5. Provide reasonable notice of any changes to accreditation methodology
6. In the event of a major incident (eg fire) or infection control issue which means the visit should be postponed, no cancellation fee will be incurred.

## **Service Requirements**

The Service agrees:

1. To provide all necessary information, documentation, access, facilities, and cooperation required for on site assessment or annual review
2. Not to act in any manner that may damage the reputation of the Accreditation Unit or misuse accreditation marks, branding, or logos

3. To notify the Accreditation Unit promptly of any planned or actual changes that may affect compliance with accreditation standards, including but not limited to:
  - changes in ownership
  - legal, commercial, or organisational status
  - key management or organisational capability
  - significant changes to personnel, equipment, facilities, or resources
  - changes to premises.
4. To cease all use of accreditation marks and withdraw references to accreditation if accreditation is withdrawn, subject to the appeals process
5. To assist in the investigation and resolution of any properly authenticated complaints relating to accreditation activities
6. To ensure that assessors and Accreditation Unit personnel attending the Service's premises are provided with appropriate equipment and safe working conditions
7. To, in the event of a major incident (e.g. fire or infection breakout) inform the Accreditation Unit at their earliest convenience (with no cancellation fee). The visit will be rescheduled as soon as possible without cost to the service being accredited.
8. That the Accreditation Unit shall not be liable for any loss of profit, indirect, special, or consequential loss arising from the assessment process where due process has been followed.

## **Appeals**

Appeals relating to accreditation decisions—including granting, denial, suspension, or extension—shall be handled in accordance with the [Accreditation Unit Complaints Policy](#).

## **Force Majeure**

Neither party shall be liable for failure to perform obligations under this agreement where such failure results from circumstances beyond reasonable control, including but not limited to natural disasters, acts of government, labour disputes, or system failures.

## **Assignment**

This agreement may not be assigned, transferred, or subcontracted in whole or in part without the prior written consent of the other party.

## **Third-Party Rights**

No person other than the parties to this agreement (and their officers, employees, or agents) shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

## **Governing Law and Jurisdiction**

This agreement shall be governed by and construed in accordance with the laws of England. The parties submit to the exclusive jurisdiction of the English courts.