



Quality and Safety Pharmacy Program

TERMS AND CONDITIONS

The following Terms and Conditions apply to community pharmacies with an application, assessment or Accreditation Expiry Date on or after Thursday 1 October 2026. This document should be read in conjunction with the Program Materials. If your accreditation occurs before this date, please refer to the previous QCPP Terms and Conditions on the QSPP Website.

Important terms and expressions are defined at the end of this document.

Clause 1: The application of these Terms and Conditions

By applying for QSPP accreditation (including a renewal of QSPP accreditation) you, the owner(s) of the Pharmacy, accept and agree to be bound by these Terms and Conditions, as amended from time to time in your capacity as owner of the Pharmacy and in respect of its business and related operations. Any references to “you” (or its derivatives) in these Terms and Conditions are to be understood and applied accordingly.

These Terms and Conditions, the Program Rules, the QSPP User Assessment Guide, QSPP policies, the annual Attestation Statement and AS85000:2024 - Australian Community Pharmacy Standard (AS85000:2024) comprise the agreement between QSPP and you in relation to applying for, renewing and maintaining QSPP accreditation.

Clause 2: Changes to the agreement

Unless otherwise prevented by law, QSPP may, upon giving you reasonable notice, vary this Agreement or the Program Materials to meet program requirements, including to reflect changes in laws or the requirements of regulatory authorities, changes in government and community expectations, technological developments and other developments concerning the practice of community pharmacy. You are bound by these changes and, where applicable, must promptly implement them in the operations of the accredited Pharmacy to maintain QSPP accreditation and provide reasonable proof if requested.

Clause 3: Engagement

You engage QSPP to provide accreditation services. QSPP accepts this engagement in accordance with the terms of this Agreement and will exercise reasonable care and skill in delivering the services to you.

Clause 4: Scope of accreditation

QSPP accreditation is held by you in respect of the Pharmacy. It only extends to the products, services and operations of the Pharmacy at the time of, and as assessed during, the relevant QSPP assessments.

Any product, service or operation of the Pharmacy and its business which was not offered by the Pharmacy at the time of, or was not assessed during, a QSPP assessment (whether conducted on-site or remotely) does not have QSPP accreditation and must not be advertised or promoted in any way that represents, suggests or implies QSPP accreditation until such time as it has been assessed by us as compliant with AS85000:2024 and the QSPP User Assessment Guide and that representation is otherwise consistent with this Agreement and authorised by QSPP.

Where an accredited Pharmacy business is found to have been offering or advertising a service for which it is not QSPP accredited, a sanction may be issued (in accordance with Program Rule 42).

Clause 5: Accreditation

QSPP Accreditation of the Pharmacy will be conferred or renewed subject to:

- a) demonstration to the assessor's satisfaction and through the assessment process, that the Pharmacy satisfies and maintains compliance with AS85000:2024
- b) all fees payable to QSPP under these Terms and Conditions and the Program Rules are paid by the due date
- c) the Attestation Statement being completed annually
- d) the Pharmacy owner complying with this Agreement, the Program Materials and all relevant law.

Clause 6: Accreditation period

Unless revoked earlier, Accreditation is valid and remains in effect until 11:59:00pm Australian Eastern Standard Time on the day of the Accreditation Expiry Date.

Clause 7: Assessing compliance

We may assess the Pharmacy at any time (or times) during the Accreditation Period. We will determine the extent of the QSPP Assessment process consistent with criteria contained in the Program Materials, which may include:

- a) a full or partial onsite assessment (requiring attendance by a QSPP Assessor at the Pharmacy's premises), and/or
- b) a remote assessment where information is requested and uploaded to the QSPP portal, and/or
- c) an interview with you (or one or more of your partners, officers or managers), and/or
- d) a review of documents, and/or
- e) a virtual visual assessment conducted via video conferencing.

Once Accredited, the pharmacy business may be subject to additional mandatory assessments, including but not limited to a Mid-cycle review.

We will provide you with reasonable notice of assessments, except where we reasonably believe that there is a serious failure to comply with this Agreement and/or notice may compromise the assessment process or outcome. You will provide us, our personnel and any QSPP Assessor with all assistance reasonably required by us (or authorised personnel) to enable the QSPP Assessment to be carried out. Costs associated with the assessment process, including QSPP Assessment fees, are payable by you. Refer to the QSPP website for the Fee Schedule.

Your Accreditation may be suspended, revoked, or lapse as provided by this Agreement (including but not limited to the circumstances described in the Program Rules).

Clause 8: Maintain compliance with AS85000:2024 during the accreditation period

You must always ensure that, during the Accreditation Period, the Pharmacy complies with AS85000:2024. Failure to do so may result in the application of a sanction, in accordance with the Program Rules.

Clause 9: You must notify us of changes and events

You must give us written notice of the occurrence of any of the following events or circumstances along with relevant details within the following time frames:

Event	Timeframe to notify QSPP
If there is any change in the Pharmacy's PBS approval number	Within one calendar month after the change occurs
If there is any change in the ownership or the control of the Pharmacy	Where practicable, before the change but within at least one calendar month after the change occurs,

	ensuring all owners are up to date in the Customer Portal 2 business days prior to an onsite assessment (whichever is sooner)
If you are a company, any change in your shareholders or directors	Within one calendar month after the change occurs
If ownership of the Pharmacy is held on trust, any change in the composition of trustees	Within one calendar month after the change occurs
If you or the Pharmacy is subject to an insolvency or similar event	Within one calendar month after the change occurs
A change in the location of the Pharmacy	Within one calendar month after the change occurs
Any change of contact details for the Pharmacy	Within one calendar month after the change occurs
The Pharmacy intends to provide any new service or services	Prior to commencement of the new service or services being offered
Any other event or circumstance that may affect your ability to comply with AS85000:2024, that may constitute a breach of or non-compliance with this Agreement, or which a reasonable person may conclude would materially inform or influence QSPP's decision to grant the Pharmacy accreditation.	At the time the event occurs

Clause 10: Change in ownership of pharmacy business

If you sell, transfer, assign, or in any way dispose of the Pharmacy or agree to do any of those things (disposal) you must, where practicable, give us written notice of the disposal before it is completed. The notice must include contact details of the purchaser and their representatives, where available. This written notice is to be emailed to support@qspp.com

If the new owner wishes to maintain QSPP accreditation for the pharmacy business, the new pharmacy owner must agree to be bound by the Program Materials and comply with our reasonable requirements in relation to the disposal.

Clause 11: Provision of information to QSPP

You must promptly provide to us any information reasonably requested by us in relation to an event, circumstance or disposal referred to in Clauses 9 and 10, or which is otherwise relevant to your QSPP accreditation or this Agreement.

Clause 12: Use of QSPP Logo

Upon successful accreditation of the Pharmacy and subject to the balance of this Agreement, we grant to you a limited, royalty-free, non-transferrable, non-sub-licensable, non-exclusive right to reproduce and/or display the QSPP logo and associated branding (as set out in the QSPP Visual Identity Guidelines, and referred to as QSPP Brand) strictly on the terms described in this Clause 12 and solely for purposes associated with the Pharmacy and carrying on the business of the Pharmacy. Any failure to comply with this Clause 12 will immediately terminate these rights.

You may only reproduce and/or display the QSPP Brand while the Pharmacy is accredited under QSPP, and only in relation to products, services and business operations within the scope of the Pharmacy's QSPP accreditation (see Clause 4).

In using the QSPP Brand you must comply with the requirements of the QSPP Visual Identity Guidelines. Where the Pharmacy's QSPP accreditation is revoked, suspended or expires, you must immediately cease

using the QSPP Brand and remove all material from the website or promotional literature that associates the pharmacy business with QSPP.

We may change, add to, or discontinue the use of any of the QSPP Brand, and will give you notice of any changes. You must at your own cost implement in the Pharmacy any changes to the QSPP Brand in accordance with our directions.

The balance of this Agreement notwithstanding, we reserve the right to withdraw and terminate the grant to use the QSPP logo and branding at any time, for any reason or no reason and in our sole and absolute discretion, by providing written notice to you. Upon receipt of such notice, you must take all reasonable actions to ensure the cessation and removal of promotional materials referencing the QSPP logo and branding.

Clause 13: Fees

You are responsible for any fees which we levy or charge the Pharmacy in respect of QSPP Accreditation, including (but not limited to) costs associated with applications, assessments, corrective actions, and sanctions (as described in the Program Rules and any other part of this Agreement) on the terms and in the time and manner which we specify.

We may reasonably apply sanctions (including to lapse or deny the accreditation of a Pharmacy) and are not obliged to provide any services, including but not limited to any assessment services or access to Program Materials, where any fees are not paid in accordance with this Clause 13.

Clause 14: Privacy

Subject to any other provisions of this Clause 14, we will treat information which you provide to us in accordance with the QSPP privacy policy which is available on the QSPP website.

By registering with QSPP, whether accredited or not, the Pharmacy is providing permission for:

- a) information about the Pharmacy, their accreditation status, and the services the Pharmacy provides may be provided by QSPP to relevant organisations and bodies for the provision of services and/or payments to the Pharmacy, and
- b) de-identified data relating to assessment, accreditation and registration to be used for statistical analysis and/or advocacy purposes.

Where the Pharmacy provides an individual's personal information to QSPP, you must obtain that individual's express consent to its disclosure to and by QSPP for the purposes described above

Clause 15: QSPP intellectual property

You acknowledge that:

- a) QSPP is the owner of the QSPP intellectual property and any changes or improvements to the QSPP intellectual property
- b) subject to the right to use granted at Clause 12, you do not obtain any interest in QSPP intellectual property
- c) your rights in relation to the QSPP intellectual property are limited to those rights and licenses expressly granted by these Terms and Conditions and the Program Rules.

We grant you a limited, non-exclusive, non-transferable, non-assignable, non-sub-licensable licence to access the QSPP Customer Portal and QSPP Knowledge Hub and the documents and resources available via the portal, for the purpose of operating your accredited Pharmacy, and managing QSPP accreditation, and for no other purpose.

Clause 16: Confidential information

Any information which is (or a reasonable person would expect to be) non-public, proprietary or confidential, including the QSPP intellectual property, comprises our confidential information, which you must keep

confidential using the same degree of care normally exercised by you to protect your own proprietary or confidential information and patient data (and in any event at least a reasonable degree of care). You must notify us immediately of any suspected or actual unauthorised copying, use or disclosure of our confidential information, and comply with our directions regarding a suspected or actual breach of confidentiality.

Clause 17: Return of QSPP intellectual property

If QSPP accreditation expires (and is not renewed), is revoked or suspended, or if we reasonably consider that you have breached this Agreement, you will return to us, or destroy, all materials containing QSPP intellectual property, including all electronic media, and all compilations, notes, reports, or other reproductions containing QSPP intellectual property. You must certify to us that you have complied with this Clause 17.

Clause 18: Liability limitation

Program Materials

While we try to ensure that the information contained in the Program Materials, and any other information provided by us is accurate, adequate and complete at the time of publication, we do not represent or warrant its accuracy, adequacy or completeness.

You should confirm the accuracy and suitability of the information we provided in Program Materials (and otherwise) in the context of the Pharmacy. The information is general and in no way constitutes and should not be relied upon as professional advice. We are not responsible for any liability, loss or damage suffered as a result of or in relation to the use of the Program Materials or any other information provided by us.

QSPP Customer Portal and Knowledge Hub

The QSPP Customer Portal and QSPP Knowledge Hub may contain links to third party websites. We do not make any representations regarding the content or security of third-party websites.

QSPP Assessments

You acknowledge and agree that:

- QSPP rely on information and declarations provided by you and your staff in carrying out assessments and in determining whether you should be and remain QSPP accredited.
- All decisions in connection with the operation of the Pharmacy are made by you and are your responsibility, and
- QSPP accreditation, and assessment results are not a representation by us that in carrying on your pharmacy business you comply with all applicable laws, standards and codes of conduct.
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Limitation of liability

Any condition, warranty or guarantee that applies, by virtue of a statute or statutory requirements, to the supply of goods or services under this Agreement is taken to be included in this Agreement, if that statute renders void or prohibits contractual provisions which:

- a) exclude, restrict or modify, or
- b) which have the effect of excluding, restricting or modifying

the application of, exercise of a right conferred by, or any liability under such condition, warranty or guarantee (**Non-excludable Guarantee**).

Except for Non-excludable Guarantees, we exclude all terms, conditions, warranties and guarantees implied by custom, the general law or statute, or that statute applies to the supply of goods and services to you.

We exclude all liability to you for any:

- a) loss of profits, opportunity, revenue, data, goodwill, business or anticipated savings, pure economic loss, loss of value of equipment, (other than cost of repair) or expectation loss, or
- b) any indirect, consequential, special, punitive, or exemplary loss or damage, even if such loss or damage was reasonably foreseeable, arose naturally or was in the contemplation of the parties.

Clause 19: Changes to the Program Materials

Unless otherwise prevented by law, we may, by giving you at least 30 days' notice, vary the Program Materials. If a variation is likely to materially affect you, we will give you at least three months' notice of the material variation.

Clause 20: Assignment or novation by us

We may, without the need to obtain your consent, transfer all or any part of our rights, interests, obligations or liabilities under this Agreement by assignment or by novation.

Clause 21: Communications

A notice or other communication given by us to you is properly given if posted or transmitted by electronic mail to the address of the Pharmacy and the contact person whose details you have provided to us for QSPP communications. You will advise us in writing of any change in the address or identity of the relevant person to whom QSPP communications are to be given.

QSPP may nominate any electronic means of giving you notice under this Agreement. Except as otherwise provided in this Clause 21, a notice given to you in this way is taken to be given on the business day after it is sent.

Clause 22: Survival

When this Agreement ends for any reason, all rights, benefits and authorisations granted by the parties under this Agreement will cease, except for the obligations under the following clauses which will continue:

- a) Clause 14: Privacy
- b) Clause 15: QSPP intellectual property (but not the right to use the intellectual property such as the material or unique user ID and password provided by us)
- c) Clause 16: Confidential information (but not the right to use confidential information)
- d) Clause 17: Return of QSPP intellectual property
- e) Clause 18: Liability limitation
- f) Clauses 19, 20 and 21.

When this Agreement ends for any reason, the accrued rights or remedies of either party are also not affected.

Clause 23: Interpretation

In this Agreement, unless the contrary intention appears:

- a) a reference to a document (including this Agreement) or instrument is to that document or instrument as varied, novated, ratified or replaced from time to time
- b) if you are comprised of more than one person, a reference to a right or obligation of confers that right, or imposes that obligation, as the case may be, jointly and severally to each of those persons
- c) the singular includes the plural and vice versa
- d) the word person includes a firm, a body corporate, an unincorporated association or an authority as the context requires
- e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns
- f) the words "including" and "include" are a reference to "including, but not limited to"
- g) where a period of time is stated to commence on or be from a particular day, the calculation of that period of time excludes that particular day

- h) where an expression is defined, any other part of speech or grammatical form of that expression has a corresponding meaning
- i) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for and any subordinated legislation issued under, that legislation or legislative provision.

For the purposes of these Terms and Conditions:

Term	Definition
Accreditation Expiry Date	Date by which the Pharmacy must be re-accredited to maintain accreditation.
Annual Invoice	Means the annual invoice issued to Pharmacies which is required to be paid within the payment terms to maintain QSPP accreditation.
Accreditation Period	The period of the accreditation cycle, in this instance 3 years.
Agreement	The Registration Form, these Terms and Conditions, the Program Rules, the Policies, the Annual Attestation Statement and AS85000:2024 - Australian Community Pharmacy Standard (AS85000:2024) and to the extent of any inconsistency, the documents will take precedence in that order.
Attestation Statement	A formal document the Pharmacy submits annually to QSPP to confirm compliance with AS85000:2024 Australian Community Pharmacy Standard.
Assessment	An assessment of the Pharmacy's business, operations and practices against AS85000:2024 by an assessor who has been appointed and authorised by QSPP for that purpose. The assessment aims to identify and address any gaps in quality and safety systems, supporting continuous improvement in patient care.
Corrective Action	The action or actions required to resolve a Non-Conformance.
Mandatory Re-Assessment	A mandatory additional onsite assessment when Non-Conformances identified or re-identified during an assessment or review require priority re-testing.
Mid-cycle Review	A virtual review conducted between months 15 and 21 of the 36-month accreditation cycle to assess ongoing compliance.
Non-Conformance	A Non-Conformance is any non-compliance with the requirements specified in the Quality and Safety Program or the AS85000:2024 that indicates a pharmacy's processes, documentation, or practices are not meeting the specified criteria.
Pharmacy	Pharmacy business identified in the Registration Form and, as the context requires, its business and related operations.
Pharmacy Owner	A registered pharmacist who holds significant control and financial interest in a pharmacy business, taking responsibility for its overall management, policies, and compliance with regulations.
Program Materials	This includes Terms & Conditions, Program Rules, QSPP User Assessment Guide, and any other policy and procedure materials listed on the QSPP website.
QC2020 Program Rules	The set of rules, obligations, and requirements that govern participation in the QC2020 Program (Version 1.3, October 2022).
QSPP	Quality and Safety Pharmacy Program.
QSPP Policies	The documented policies developed for QSPP.

QSPP Program Rules	The set of rules, obligations, and requirements that govern participation in the Quality and Safety Pharmacy Program.
QSPP Terms and Conditions	The terms and conditions that govern participation in the Quality and Safety Program.
QSPP User Assessment Guide	This explains each element of AS85000:2024 in details and outlines evidence and actions required by the Pharmacy to meet compliance with the Standard.
Re-Accreditation Assessment	Refers to the onsite assessment conducted at the end of a pharmacy's accreditation period—typically every three years—to determine whether the pharmacy continues to meet the compliance with AS85000:2024 Australian Community Pharmacy Standard. Successful completion of a re-accreditation assessment is necessary for a pharmacy to maintain its accredited status and continue participation in the program.
Registration Form	The form completed by pharmacies with respect to registering with the Quality and Safety Pharmacy Program.
Sanction	A penalty or corrective action imposed on a community pharmacy for Non-Conformance or breach of program rules.
The Pharmacy Guild of Australia	The Pharmacy Guild of Australia is a member-based organisation that represents community pharmacy owners in Australia. It advocates on behalf of its members, provides professional support, and works to ensure the viability and sustainability of community pharmacies.
Transition Assessment	A virtual review will be conducted remotely during months 1-18 of the 36-month accreditation cycle. This assessment differs from a Mid-Cycle Review as it serves to introduce pharmacies to QSPP who are not due for a full Initial or Re-Accreditation Assessment.