

Proficiency Testing Programs– Terms & Conditions

General

For additional details on the conduct of proficiency testing programs please refer to the “Participants Guide”.

Please note that ‘Proficiency Testing Program’ and ‘program’ have the same meaning throughout this policy. Participation in a program is subject to the terms and conditions as detailed in this policy and the completed ‘Order Form’ and other applicable documents.

Program Enrolment

An application (i.e., Order Form) to participate in a proficiency program may be made via one of the Proficiency Testing Order Forms provided for each program. Alternative applications via e-mail and verbal instruction may also be accepted in some circumstances. The specified order form is preferred as it ensures contact details are current and accurate. Where a commitment to participate in a program, however made, is received participants must abide by the terms and conditions detailed in this policy and the applicable program ‘Order Form’.

People nominated, the sites entered and those authorising participation are collectively referred to as participants in the program.

Where specified applications received after the nominated closure date for receiving applications may still be accepted but at the discretion of LabSmart Services.

LabSmart Services reserves the right to refuse to enrol an applicant. Applicants in this situation will be notified. A full refund of any payment made will be made within 30 days. LabSmart Services will not accept any responsibility for any losses or costs incurred by an applicant as a consequence of non acceptance of an application.

Payment of program fee is due on receipt of an invoice.

Successful applicants are notified by email that they have been enrolled in the program after receiving application form.

Amendments to a program

LabSmart Services reserves the right to amend the conduct and content of a program at any time to correct a deficiency or implement an improvement. In addition other issues relating to the provision of a program or unforeseen circumstances may also result in amendments to a program. Participants are notified of any changes where relevant or practicable. LabSmart Services will not accept any responsibility for any losses or costs incurred by an applicant or participant as a consequence of an amendment to a program.

Payment

Payment is due with on receipt of an invoice. Payment may be made via a number of options as detailed on the LabSmart Services website. Prompt payment of fees help ensure that the cost of programs remain low. Please note that reports are not released until payment is made.

Fees

The applicable 'Order Form' for each program and website sets out the fees.

GST Invoices

Tax Invoices for each proficiency program are issued following approval of an applicant. In certain circumstances invoices may be issued separately. All fees include GST. Invoices identify the GST component.

Purchase Orders

If a 'Purchase Order' is provided the terms and conditions contained in this policy override any and all terms and conditions specified in that purchase order unless otherwise agreed to by LabSmart Services.

Withdrawal from a program

A participant may at any time withdraw (non-participation) from a program that they have enrolled in. A participant may find this necessary due to equipment failure, flooding, loss of key staff or some other reason. Participants need to e-mail or write as soon as they are aware of the need to withdraw. The prescribed program fee remains payable. In some instances, LabSmart Services may, at its discretion, wavier the fee or charge a lesser fee depending on what costs have been incurred by LabSmart Services at the time the withdrawal is lodged.

Rescinding enrolment in a program

LabSmart Services reserves the right to rescind (cancel) enrolment of a participant for failing to pay fees by the due date, not following program instructions or failing to comply with these terms and conditions. Participants will be notified. A refund of any payment made will be issued less the costs incurred by LabSmart Services up until the point of cancellation. LabSmart Services will not accept any responsibility for any losses or costs incurred by an applicant or participant as a consequence of an amendment to a program.

Refunds

Except where noted in this policy full or partial refunds are not available. A credit may be offered at the discretion of LabSmart Services under some circumstances.

Please note changes in laboratory workloads or other commitments are not grounds for a refund. Not following program instructions are also not considered valid grounds for a refund.

Refunds are not available where participants fail to perform some or all of a programs test(s) or fail to return test results by the due date.

Late return of program results

Program instructions indicate the time frame in which testing is to be conducted and the date results are to be returned. Where it is possible, late results will be incorporated in the final report. LabSmart Services reserves the right to not include results that are submitted after the nominated date. At LabSmart Services discretion a supplementary report may be provided. Program fees must still be paid regardless of whether the participant's results are included in the final report.

Use of equivalent test methods

Programs order forms specify the applicable test methods. Other test methods that are technically equivalent may be used. The responsibility for determining if an alternative method is equivalent is up to each participant. Significantly different results may arise from using another method which may result in the test results being rejected or noted as an outlier in the program. LabSmart Services reserves the right to process results from non specified methods in the most appropriate manner.

Privacy

Part of conducting proficiency programs involves maintaining a database of contact details of people and organisations. This information is maintained in a secure facility. Personal details will not be forwarded to other people or organisations.

Cancellation, Rescheduling or Postponement of a program

LabSmart Services reserves the right to cancel, reschedule or postpone a program at any time. Generally, this is as a consequence of insufficient applications being received. Under these circumstances where the technical viability of a program is compromised such action may warranted. Similar action may be taken due to supplier problems or other unforeseen circumstances.

Participants will be notified of these actions as soon as possible.

LabSmart Services will not accept any responsibility for any losses or costs incurred by an applicant or participant as a consequence of the cancellation, rescheduling or postponement of a program. A refund of any payment made or a credit towards the next program will be offered.

Lost or damaged proficiency samples

LabSmart Services accepts no liability in regards to lost or damaged proficiency samples. No liability is accepted for actions or non action taken by a participant or other person either as a consequence of lost or damaged proficiency samples.

Resupply of a sample will be undertaken where practical and at the discretion of LabSmart Services. Should non supply not be possible then a full/partial refund may be considered at the discretion of LabSmart Services.

Liability

LabSmart Services follows its quality system to ensure that reasonable steps are taken to ensure supply, technical adequacy and accuracy of programs. LabSmart Services accepts no liability in regards to timelessness, condition or non supply of proficiency samples. No liability is accepted for actions or non action taken by a participant or other person either as a consequence of participation or

the reported outcomes of a program. Participants should check the veracity of information supplied by LabSmart Services before taking any actions.

Promotional material

Promotional material, information and invitations to participate in proficiency programs are forwarded to people and organisations in our contacts database from time to time. Should you not wish to receive promotional material please contact us so our records can be amended.

Confidentiality of program results by participants

Participants in a program must undertake not to discuss the test results that they obtain with other participants within the same organisation. Similarly, participants are bound not to discuss test results with participants from other organisations. It is appropriate however to discuss outcomes with a participant's supervisors. Supervisors that are responsible for multiple participants must ensure that their actions do not compromise the outcome of the program.

All participants are encouraged to discuss test results and program outcomes without identifying individual participants to others once the final report has been issued.

Confidentiality of program results by LabSmart Services

Information relating to participation in a program or the results obtained is treated as confidential and is not passed onto a third party unless requested to do so by a participant. Information will however be supplied to other parties where LabSmart Services is legally obligated.

Data Ownership

All correspondence, test results, worksheets, reports or other documents in any form (written, electronic, photographic etc) submitted by participants during the conduct of a program remain the property of LabSmart Services.

Use of program information

Participants may not use, except for its intended use, any material or information supplied. Materials or information supplied may not be amended or changed unless permission is obtained from LabSmart Services. Participants may not misuse or misrepresent material, information supplied as part of a program, obtained from the LabSmart Services website, program reports or program outcomes except for the use intended by LabSmart Services. If unsure, please contact LabSmart Services.

Misrepresentation of LabSmart Services

Participants may not amend, use, misrepresent or misuse the LabSmart Services name or logo. Participants must not misrepresent the services, programs or reports either provided or offered by LabSmart Services. Participants may not use any material or information supplied except for its intended use and not in any manner considered illegally or detrimental to its intended use which would bring LabSmart Services into disrepute.

Copyright

All website information, forms, letters, instructions and publications issued or obtained from LabSmart Services are subject to copyright by LabSmart Services. Recipients or users of these materials may only use the reports for their own purpose and the purpose intended by LabSmart Services. Any reproduction of material must be reproduced in full without amendment. Reproduction includes copying, photographing, digitizing and digital storage.

NATA Endorsement

A technical program report is issued following the completion of a proficiency testing program. Some reports are NATA endorsed. Recipients' of NATA endorsed reports may only use the reports for their intended purpose. If they are to be reproduced then the report must be reproduced in full without amendment.

Appeals

Participants may appeal the assessment outcome of their proficiency testing results. An appeal must be lodged with the program coordinator within 10 working days of the issue date of the final technical report. Appeals lodged after 10 working days may be considered at the discretion of the program coordinator. An appeal may be lodged by E-mail outlining the concerns.

We will work jointly with participants to resolve any concerns. Participants will be advised by letter or E-mail of the final outcome of their appeal usually within 14 working days of lodgement.

Disputes

Disputes involve matters that are not able to be resolved by either, the appeals, complaints or feedback mechanisms that form part of LabSmart Services quality system. Where possible a facilitator or mediator may be used to find a resolution. Victorian law applies in regard to services provided.

Complaints

Please use the feedback form provide at the completion of a program or obtain a copy from our website to provide details of any complaints. Complaints are entered into our quality system for resolution.

Publication & Contact Details

Please check www.labsmartservices.com.au for the most current version of this document or for LabSmart Services contact details. This version V1.1 issued 18/05/2021.