



Food and Water Microbiology Proficiency Testing Schemes

Terms and Conditions of Participation

1. Samples distributed as part of the Schemes may contain microbiological pathogens of Hazard Groups 1 and 2 as defined by the Advisory Committee on Dangerous Pathogens (Categorisation of pathogens according to hazard and categories of containment. 4th edition, London: HMSO, 1995). Participants must ensure that their laboratory facilities and expertise are adequate to ensure the safe handling of these organisms during their participation in the Schemes.
2. Membership of the Schemes starts on 1 April each year and continues until 31 March in the next year. If a participant joins part way through the annual period, a reduced fee is payable reflecting the number of samples to be supplied for that part year. A participant may withdraw from the Schemes at any time on giving 30 days' written notice, but no refund will be given of fees paid.
3. The HPA reserves the right to decline renewal of participant's membership at the end of each annual period or to change the annual fee, but, in either case, will give the participant at least 2 months' notice of its intention to do so. Unless such notice is given the contract shall be automatically renewed.
4. Membership of a Scheme is offered with the understanding that participants will process quality assessment samples in the same way as their routine samples. This is necessary to achieve the primary purpose of the Schemes, which is to allow participants an insight into their levels of performance in routine work.
5. Each laboratory will be registered under a unique code number. This code number and the assessment of individual performance is confidential to the participant and will not be released by the HPA to third parties other than under any written agreement. Participants are free to release information concerning their own individual performance to whoever they wish. The fact of actual participation in the Schemes is not regarded as confidential and may be revealed by the HPA to those with legitimate reasons for knowing.
6. All reports, and the data they contain, issued by the Quality Assessment Schemes are Copyright and may not be published in any form without permission of the HPA.
7. In the event of a participant failing to pay the membership fee by the due date the HPA reserves the right to terminate, without notice, the membership of that participant without prejudice to any claim for payment for samples already provided.
8. The HPA shall not be liable in any circumstances for indirect or consequential loss howsoever caused, including, without limitation, loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.
9. Participants in the Schemes have entire responsibility for all samples distributed to them under the Schemes and all activities carried out by them or any third party in relation to the samples from the time of delivery of the samples.
10. The HPA warrants that all work carried out by it in relation to the Scheme will be carried out using all reasonable care and skill. All conditions, terms and warranties implied by common law, statute or otherwise are, to the extent permitted by law, hereby excluded.
11. Participants shall abide by the HPA Standard Terms of Supply (www.hpa.org.uk/hpa/standardterms.htm).
12. The liability of the HPA to the participant in any annual period resulting from or in connection with the provision of the Scheme by the Agency to the participant shall under no circumstances exceed the amount of the annual fee paid by the participant in respect of that annual period.
13. These conditions shall be governed by, and construed in accordance with English law and the HPA and the participant submit to the exclusive jurisdiction of the English Courts.