



January 2024

## Subscription Charges for 2024-2025 – UK Public and Private Sector Laboratories (£) *with additional conditions/clarification for non-UK Participants*

All participation requirements and purchase orders must be entered online, via the usual Results and Report service, during the re-registration period (January / February 2024).

### Terms and conditions

- Invoices are raised by "**University Hospitals Birmingham NHS Foundation Trust**"  
[VAT registration no GB 654 9651 01]
- Bank account details for payment are shown on invoices; settlement terms 30 days from date of invoice
- **We require a Purchase Order number [PO number] against the online re-registration amount (registration will be open mid-January to February 2024).**  
If you cannot submit a PO at this time you will be sent a quotation in March and we expect to receive a PO by mid-April, at the latest, to ensure continuation of service.
- We expect to have received payment in full by 31<sup>st</sup> May 2024.
- Make sure that you have provided the correct billing details for you organisation. These do seem to change and it is the responsibility of the participant to ensure that you have provided us with the correct details.
- If your Organisation is the fortunate position of being able to pay an invoice without the requirement to have a PO number in advance, we still need a written confirmation to that effect.
- Subsidiary participations are charged at 60% of the charge listed, so the majority of our Participants are paying a very reduced rate compared to the 'List Price'.
- The prices include delivery of specimens by Royal Mail post. Many Laboratories have asked for their specimens to be sent by Courier, and an additional surcharge for this service is levied. Please phone to discuss your needs.
- Subscription charges for the new financial year are listed overleaf for Schemes operated from Birmingham
  - ❑ By signing up to our services you are deemed to agree with our Terms and Conditions (see below) and this constitutes a contract between your legal entity and our legal entity.
  - ❑ For 2024-2025 we have further simplified our pricing structure. We have absorbed costs where possible and have enhanced our services and believe we are still offering a great value-for-money service. Some services have been reduced in price.
  - ❑ We have restricted price increases to reflect the true costs that it takes to run each scheme and to take into account NHS pay increases, NI payments and postal costs.
  - ❑ We will surcharge any lab that has not made an attempt to pay
  - ❑ We will switch off the service for any lab that, in a timely manner, has not made an attempt to pay.
  - ❑ Subsidiary participations are charged at 60% of the charge listed\*.
  - ❑ Charges cover the period 1 April 2024 to 31 March 2025.
  - ❑ Charges to participants are subject to VAT at 20% unless you are an NHS body in England.
  - ❑ Participation starting during the period is charged above *pro rata*, to cover additional administration.
  - ❑ No refunds are given for termination during the period.
  - ❑ Participation is deemed to be continuous for 2024-2025 unless Birmingham Quality is advised of any discontinuation by 29 February 2024, and for 2025-2026 unless advised by 28 February 2025.
  - ❑ All services are 'paper-free'.
  - ❑ There are 11 'Monthly' Distributions in the financial year which takes into account Easter, Christmas and New Year etc.

**For non-UK Participants** we are trying to harmonise our services as much as possible with our standard UK approach.

The Terms of Conditions have the following key differences for non-UK Participants:

- ❑ For some countries we have Distributor arrangements and enrolment is via the Distributors. You will not be using the on-line Registration process. The price you will pay will be set by your Distributor taking into account local considerations.
- ❑ We require payment in GBP. If you are in the EU you still need to provide an EORI numbers and charges to participants are subject to VAT at 20% unless you provide your full VAT registration number for us to include on your invoice. All invoices need to be paid net of bank charges; the amount on the invoice is the amount that needs to be transferred into our account.
- ❑ Following Brexit and associated changes to postal regulations, most non-UK Participants are now using a consolidated weekly Courier approach which will incur a cost on top of the prices listed here. Participants that have already asked for this will be set up on our online re-registration, but if you haven't used couriers and want to start, please contact us to discuss options for your country.



Birmingham Quality

**UK NEQAS**  
International Quality Expertise

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## Discounts

- Discounts are applicable to subsidiary participations; Discounts are not applied to the Interpretative Comments scheme.
- For \*Newborn Screening a slightly different algorithm is used which is set in favour of, and helps to minimise the costs for, the Screening Laboratory.

## Services

- Our Schemes are accredited by UKAS to ISO/IEC 17043:2010.
- Our schedule as UKAS accredited proficiency testing provider No. 7860 is available at [www.ukas.com](http://www.ukas.com).
- Pilot Schemes and non-UK NEQAS Services are clearly identified.
- There is no additional charge for our **Network Reports service**, which is available to those responsible for multiple instrument participations, at the same or different sites. Though **Free of Charge (FoC)**, you **must** contact us to set these up for you.
- We continue to roll out direct computer-to-computer transfer of results via the **Labagnostics/NPEX** system. We already have many Laboratories up and running but, due to the not unexpected demand, NPEX and ourselves are having to place Laboratories into a waiting list before they can be switched on. Please contact us if you are interested. This time saving innovation is currently **Free of Charge (FoC)**.
- We shall be offering new Pilot Schemes during the year, and all eligible participants will be informed.
- Though we may need to charge for some of these new services, any charges will be dealt with separately so you should not delay providing us with an order for the existing services.
- We can offer courier delivery of our specimens. This service can use either your account **or** our account, but there are associated costs either way and there is a minimum duration.
- We will always send out repeat specimens for the current distribution **FoC** if you have issues before the closing date, but we will charge for multiple sets of back specimens for verification, validation or trouble-shooting purposes.
- If there are additional unforeseen charges following Brexit or charges following edicts from the Government, we reserve the right to pass on such changes at cost to Participants, but we will not make a profit on any such levy.

## On-line re-registration

- The preferred way to renew is to log-on to our Results and Reports service and click the yellow Re-registration button. The simplest way to renew allows you to enter a Purchase Order number on-line which will allow us, University Hospitals Birmingham NHS Foundation Trust, to send an Invoice to your Finance Department.
- Please email us to request further information if you are considering major changes to your participation.
- You do not need to change your UK NEQAS ID if you are changing analysers, whether from the same or a different supplier. We can reset your rolling time-window statistics to reflect your new instrumentation. Keeping the same UK NEQAS ID has advantages when using our Dashboard functionality.
- For non-UK Participants that access and pay for our services via a Distributor, our On-line re-registration is switched off. Please tell both us and your Distributor about any additional services you require.



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## Birmingham Quality Terms and Conditions of EQA participation

[1] The UK National External Quality Assessment Services (UK NEQAS) for Clinical Chemistry and for other services across laboratory Medicine including, but not restricted to, Haematitics, Antimicrobials and other EQA services, herein known as 'the Schemes', are hosted by University Hospitals Birmingham NHS Foundation Trust (UHBFT) and operated through Birmingham Quality.

[2] Samples distributed as part of the Schemes should be treated, handled, and disposed of as if they were clinical specimens. Participants must ensure that their laboratory facilities and expertise are adequate to ensure the safe handling of these specimens during their participation in the Schemes.

[3] Membership of the Schemes starts on 1st April each year and continues until 31st March in the next year. If a participant joins part way through the annual period, a reduced fee may be payable reflecting the proportion of the annual service to be supplied for that part year. A participant may withdraw from the Schemes at any time, but no refund will be given of fees paid. Birmingham Quality may amend the design of Schemes during the year and reserves the right to suspend services which are dependent on supply of clinical materials.

[4] Each laboratory will be registered under a unique code number, which is common across UK NEQAS centres in the case of UK NEQAS services. The fact of participation, identifiable raw data and identifiable performance scores are confidential to the participant and will not be released by the Scheme Organiser to third parties other than under any agreed and defined mechanism for providing follow-up and counselling to Laboratories outside our Limits of Acceptable Performance. All participants offering a direct or indirect clinical service in the UK are subject to the Quality Assurance Pathology Committee (QAPC), the successor to Joint Working Group for Quality Assessment in Pathology, since 2020, and its Conditions of EQA Scheme Participation. Participants will be informed of any referral to NQAAP/QAPC and the content of such referral.

Participants are responsible for keeping their demographic and method information up to date. This data is fed back to Participants on Reports. Participants are responsible for correcting typographical errors to keep the data analytically robust. Since Scheme data is used by many NHS and other stakeholders that influence guidelines and the like, not correcting such errors compromises this function even if you yourself are content to run with erroneous data.

[5] All reports, and all the data they contain, issued by the Schemes are Copyright and may not be distributed, published or used for promotion in any form without explicit permission of the Scheme Organiser on each and every occasion.

Participants are free to share information concerning their own individual participation or performance with individual clients (clinicians, GPs etc) without consultation, but must not include Scheme data in their advertising. The Scheme may use anonymised specimen and rolling time-window data to produce summary or method-specific or state-of-the-art data in Commentaries, Webinars and Publications etc. All information is considered proprietary information and shall be regarded as confidential.

[6] In the event of a participant failing to pay the membership fee by the due date, the Scheme Organiser reserves the right to terminate, without notice, the membership of that participant without prejudice to any claim for payment for services already provided.

[7] UHBFT and Birmingham Quality 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.

[8] 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 their receipt.

[9] UHBFT and Birmingham Quality warrant that all work carried out by them in relation to the Schemes 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.

[10] The liability of UHBFT and Birmingham Quality to the participant in any annual period resulting from or in connection with the provision of the Schemes by UHBFT and Birmingham Quality to the participant shall under no circumstances exceed the amount of the annual fee paid by the participant in respect of that annual period.

[11] Our procedures for handling Complaints and Appeals are detailed in our Participants Manual, which is available on-line on the Birmingham Quality website.

[12] These conditions shall be governed by and construed in accordance with English law, and UHBFT and the participant submit to the exclusive jurisdiction of the English Courts.

[13] Notwithstanding GDPR considerations, in addition to sending email reminders about the opening and closing of Distributions, we will occasionally send out information concerning Birmingham Quality and UK NEQAS services. This will include information on new services that we are switching on and also information on educational user groups, Roadshows or Webinars. We will not use your contact details for marketing of products out with this limited area.

[14] If there are additional unforeseen charges following Brexit or charges following edicts from the UK Government, we reserve the right to pass on such changes at cost to Participants, but we will not make any profit on any such levy.