



Diagnostic Imaging Practice Survey (DIPS) Application

Note: This is not an online form submission. Please ensure this form is saved to your computer, completed and returned to CFEP Surveys using the details at the bottom of the page.

Schedule of Fees

Prices are current for 2022 only

ex-GST	\$250.00
GST	\$25.00
inc-GST	\$275.00

Contact Information:

Title: _____ Name: *(First name, Second name)* _____ Gender *(please specify):* _____

Site Name: _____

Premises Address: Street: _____
Town/Suburb: _____ State: _____ Postcode: _____

Postal Address: Street: _____
Town/Suburb: _____ State: _____ Postcode: _____

Telephone: _____ Email: _____

I understand that this activity must be completed within three (3) months of enrolment

Payment Information:

Payment has been made for the amount of \$ _____ (inc-GST) by the following method:

Bank Transfer: Focused Evaluations Program Pty Ltd
BSB: 064-110
Acc. No: 10276795

Credit Card: *Please note a Bank Service Fee of 1.5% will be added to credit card transactions (ONLY Visa and Mastercard accepted)*

Name on card: _____

Card No: _____ Exp: *mm / yy* _____ CVV: _____

Signature: _____ Date: _____

Please return completed form to:
info@cfepsurveys.com.au

For any queries please contact the
CFEP Surveys Team on:
E: info@cfepsurveys.com.au
P: (07) 3855 2093
W: www.cfepsurveys.com.au

OFFICE USE ONLY

Received:

ORG:

SID:

PID:

QID: 655

CFEP STANDARD TERMS AND CONDITIONS FOR SUPPLY OF SERVICES

1 MEANINGS

- 1.1 **Application** means the application form to which these Terms are attached.
- 1.2 **Client** means the person or entity specified in the Application who purchases the Services.
- 1.3 **CFEP** means Focused Evaluations Program Pty Ltd t/a CFEP Surveys of PO Box 588, Everton Park, Brisbane Qld 4053.
- 1.4 **CFEP Material** means all tools, surveys, materials and resources used in the provision of the Services, including CFEP's website.
- 1.5 **Fee** means the amounts specified in the Application which the Client will pay for the Services.
- 1.6 **Report** means a report based on survey questionnaire data.
- 1.7 **Services** means the CFEP services selected by the Client in the Application, including the Report.
- 1.8 **Terms** means these Terms and Conditions and any special conditions agreed by CFEP in writing.

2 GENERAL

- 2.1 These Terms apply to all contracts for the supply of Services by CFEP to the Client and prevail over any other documentation or communication from the Client.
- 2.2 CFEP will not be bound by any variation to these Terms unless expressly agreed in writing.

3 FEE AND PAYMENT

- 3.1 The Client must pay the Fee to CFEP, in the manner specified in the Application, at the time the Application is submitted to CFEP.
- 3.2 CFEP may charge additional costs for extra questions and additional survey material requested by the Client.
- 3.3 CFEP may change the Fee at any time, provided that, once the Application has been submitted by the Client, the Fee for the Services in that Application will remain fixed.
- 3.4 CFEP will not refund any amounts if the Fee for the Services decreases after having been requested by the Client.

4 CLIENT'S OBLIGATIONS

So that CFEP can provide the Services, the Client must:

- 4.1 provide CFEP with the minimum number of completed survey questionnaires notified by CFEP;
- 4.2 provide any information reasonably required by CFEP;
- 4.3 keep CFEP notified of their correct name, postal address and any phone and email information;
- 4.4 comply with all statutory requirements applicable to the collection and protection of personal information; and
- 4.5 comply with all other requirements agreed between the parties.

5 PERFORMANCE OF THE SERVICES

- 5.1 CFEP will provide the Services to the Client on a non-exclusive basis.
- 5.2 CFEP will perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- 5.3 CFEP will ensure that CFEP Material used in the performance of the Services is free from defects at the point of dispatch to the Client.
- 5.4 Survey questionnaires will be sent to the Client within 5 working days of receipt of the Application and payment of the Fees.
- 5.5 All completed paper copies of the survey questionnaires will be destroyed after processing and will not be returned to the Client. For further information see CFEP's confidentiality policy, which is hereby incorporated into these Terms.
- 5.6 Data collected from completed survey questionnaires will be stored in perpetuity by CFEP and may be used in an anonymised format for research purposes.
- 5.7 The Client must not provide completed survey questionnaires to any third party for analysis.

6 CFEP MATERIAL

- 6.1 CFEP owns all intellectual property rights in CFEP Material.
- 6.2 CFEP grants the Client a non-exclusive, non-transferable, non-assignable, royalty-free licence to use CFEP Material for the sole purpose of completing survey questionnaires required by CFEP to provide the Services.
- 6.3 The Client must not:
 - (a) copy or reproduce CFEP Material except to the extent permitted by the licence in clause 6.2, and must not publish or publicly display the CFEP Material (except as is required to administer surveys to the Client's participants or patients) without the express written consent of CFEP;
 - (b) create derivative works or make alterations to CFEP Material; or
 - (c) provide access to CFEP Material to any person other than the Client's participants or patients.

7 CFEP REPORT

- 7.1 CFEP will analyse the data contained in the completed survey questionnaires provided by the Client and prepare the Report.
- 7.2 CFEP will deliver an electronic copy of the Report to the Client within 21 working days after receipt of a sufficient number of completed survey questionnaires.
- 7.3 If the Client requests further copies of the Report, in any format, CFEP will impose an administration charge.
- 7.4 The Client will own the Report and may use it freely within its own organisation but cannot supply the Report to any third party without the prior written consent of CFEP.

8 CFEP WEBSITE

If the Client is given access to the CFEP website portal, the Client:

- 8.1 is entirely responsible for its access to, and use of, the CFEP website portal;
- 8.2 must comply with all terms and conditions prescribed by CFEP governing access to, and use of, the CFEP website portal;
- 8.3 is entirely responsible for its use of any third-party software, web-based applications or links to other websites that are integrated with the CFEP website portal;
- 8.4 must keep secure all passwords and any confidential user identification used to access the CFEP website portal; and
- 8.5 agrees that CFEP will not be liable for any CFEP website portal downtime.

9 LIMITATION OF LIABILITY

- 9.1 To the fullest extent permitted by law, CFEP's liability arising out of the Services, whether under common law, the law of contract, tort (including negligence), in equity, pursuant to statute or otherwise, is limited to the Fees payable by the Client for the Services.
- 9.2 CFEP will not be liable to the Client or any third party for any indirect or consequential loss of profit or other economic loss suffered by the Client, however caused.
- 9.3 The Client may have statutory rights that do not permit CFEP to limit its liability to the Client. However, in circumstances where CFEP can limit its liability under those statutory rights, the maximum liability of CFEP for breach of those statutory rights is limited at CFEP's option, if the breach relates to the Services, to:
 - (a) the supply of the Services again; or
 - (b) the payment of the cost of having the Services supplied again.

10 INDEMNITY

The Client indemnifies CFEP for any claim or proceeding (legal, equitable or statutory):

- 10.1 by a third party against CFEP or against the Client in any way concerning the provision of the Services by CFEP to the Client; or
- 10.2 arising from the Client's breach of these Terms.

11 CANCELLATIONS - RETURNS/REFUNDS

- 11.1 If the Client cancels the Services after receiving the survey questionnaires, CFEP will provide a 50% refund of Fees paid.
- 11.2 If the Client fails to complete the survey questionnaires for reasons unrelated to CFEP, no refund will be given.
- 11.3 Both parties must return or destroy information received from the other on request.

12 SEVERANCE

If anything in these Terms is unenforceable, illegal or void, then it is severed, and the rest of these Terms remain in force.

13 GOVERNING LAW

These Terms are governed by the laws of Queensland.