

# Terms and Conditions: ANZAED Eating Disorder Credential

## 1. Recitals

- 1.1 ANZAED is the peak body for eating disorder professionals involved in research, prevention, treatment and advocacy in Australia and New Zealand.
- 1.2 ANZAED governs and manages the Connect-ED credentialing system, which seeks to recognise practitioners with experience in evidenced-based treatment of eating disorders. Clinicians who meet the requirements for credentialing will receive the ANZAED Eating Disorder Credential.
- 1.3 These Terms and Conditions represent requirements for the practitioners seeking to be Credentialed and for maintenance of status as an ANZAED Credentialed Eating Disorder Clinician.

## 2. Definitions

- 2.1 "**ANZAED**" means Australia and New Zealand Academy for Eating Disorders Inc (ABN 14 437 876 265) of PO Box 4154, Castlecrag, New South Wales.
- 2.2 "**ANZAED Intellectual Property**" means any registered or unregistered mark, image, title, text or post-nominal provided by ANZAED to the Credentialed Eating Disorder Clinician to be used by the Credentialed Eating Disorder Clinician in accordance with these Terms and Conditions to denote the Credential.
- 2.3 "**Eligibility Criteria**" means the criteria which an applicant must meet in order to be eligible for conferral of the Credential as updated from time to time on the ANZAED website at [connected.anzaed.org.au](http://connected.anzaed.org.au).
- 2.4 "**Registration Body**" means a relevant professional association or National Board under the Health Practitioner Regulation National Law which is determined by the Governing Council to satisfy this requirement. The Registration Bodies are those listed from time to time on the [ANZAED website](#).
- 2.5 "**Website**" means the whole or any part of pages located at [anzaed.org.au](http://anzaed.org.au) or any sub domains including but not limited to [connected.anzaed.org.au](http://connected.anzaed.org.au). References to documents on the Website are incorporated into these Terms and Conditions.

## 3. Conditions of application and Credential

- 3.1 A person may apply to ANZAED to be conferred the ANZAED Eating Disorder Credential ("**Credential**") and upon the conferral of the Credential will be a Credentialed Eating Disorder Clinician ("**Credentialed Eating Disorder Clinician**" or "**Clinician**").
- 3.2 Upon application to ANZAED for the grant of the Credential, the applicant agrees to be subject to these Terms and Conditions as a binding agreement.
- 3.3 The applicant agrees that the information submitted with the application may be used by ANZAED in accordance with its Privacy Policy (as available on its Website).
- 3.4 The applicant agrees to receive all notices by email and will update ANZAED of changes to their email address.

## 4. Credential eligibility and criteria

- 4.1 To be eligible for the Credential, a person must satisfy the Eligibility Criteria.

- 4.2 The Governing Council will conduct an assessment of whether an applicant meets the Eligibility Criteria. An applicant who meets the Eligibility Criteria will be granted the Credential subject to these Terms and Conditions.

## **5. Conduct and performance requirements**

- 5.1 Despite otherwise meeting the Eligibility Criteria, a Credentialed Eating Disorder Clinician will be deemed not to have met the Eligibility Criteria if the Credentialed Eating Disorder Clinician, in the opinion of ANZAED is considered unsuitable to be a Credentialed Eating Disorder Clinician because:
- (a) of an adverse finding and/or disciplinary action by the Registration Body or employer;
  - (b) their professional registration has been amended to impose a restriction on the Credentialed Eating Disorder Clinician's professional registration;
  - (c) they have engaged in conduct regarded by a reasonable member of the public as unacceptable or which brings the reputation of the Credentialed Eating Disorder Clinician into disrepute and as a consequence ANZAED reasonably believes that its continued association with the Clinician will be prejudicial or otherwise detrimental to its reputation.

## **6. Governing Council**

- 6.1 The ANZAED executive committee, as defined by the ANZAED company constitution, has established a Governing Council as the body responsible for:
- (a) assessing whether a person has satisfied the Eligibility Criteria,
  - (b) granting status as an ANZAED Credentialed Eating Disorder Clinician, and
  - (c) determining when a person is no longer a Credentialed Eating Disorder Clinician.
- 6.2 The Governing Council may delegate its role referred to in **clause 6.1** to credentialing system managers (employed or engaged by ANZAED) deemed to have the attributes and experience necessary to determine whether the Eligibility Criteria for granting the Credential have been met.

## **7. Use of ANZAED Trade Marks and other Intellectual Property**

- 7.1 Subject to these Terms and Conditions, ANZAED grants the Credentialed Eating Disorder Clinician a limited, revocable, non-exclusive and non-assignable licence to use the ANZAED Intellectual Property for the purpose of denoting the Clinician's credentialed status.
- 7.2 Use of ANZAED Intellectual Property by the Credentialed Eating Disorder Clinician is contingent upon the Clinician's continued compliance with the Eligibility Criteria and the conduct and performance requirements under **clause 5** of these Terms and Conditions.
- 7.3 The Credentialed Eating Disorder Clinician agrees to conform to any policies for the use of the ANZAED Intellectual Property which may be communicated by ANZAED to the Clinician from time to time by any means it deems acceptable.
- 7.4 In using ANZAED Intellectual Property or marketing materials the Credentialed Eating Disorder Clinician must comply with the Australian Health Practitioner Regulation Agency Advertising Guidelines and any other guidelines as determined by ANZAED, including but not limited to any brand guidelines notified to the Credentialed Eating Disorder Clinician.

- 7.5 A person who is not, or no longer, a Credentialed Eating Disorder Clinician must immediately cease to use ANZAED's Intellectual Property as referred to in **clause 7.1**. This clause applies to:
- (a) an applicant for the Credential who has been unsuccessful in their application,
  - (b) a person who has not paid their renewal fee by the time it is due,
  - (c) a person who ceases to be a Credentialed Eating Disorder Clinician status under these Terms and Conditions.

7.6 A person who improperly uses the Credential, while not being a Credentialed Eating Disorder Clinician, agrees to indemnify ANZAED in relation to its reasonable costs in enforcing these Terms and Conditions.

## **8. Notification requirements**

8.1 Credentialed Eating Disorder Clinicians must notify ANZAED as soon as practicable (and within no later than 7 days) of the following circumstances:

- (a) the Clinician ceases to meet the Eligibility Criteria for any reason;(b) the Clinician ceases to be registered with the Registration Body;
- (c) the Clinician's registration with the Registration Body has been suspended or has been amended to impose a restriction;
- (d) the Clinician has been subject to an adverse finding following an investigation by a Registration Body or employer in relation to the Clinician's conduct or performance.
- (e) there is a change in the Clinician's employer.
- (f) the Clinician commences work in private practice.

## **9. CPD, request for information and audit participation**

9.1 Credentialed Eating Disorder Clinicians must meet ANZAED's continuing professional development (CPD) and Supervision obligations as set out on the Website.

9.2 Credentialed Eating Disorder Clinicians must retain evidence of meeting their CPD and Supervision obligations for a period of no less than five years.

9.3 Credentialed Eating Disorder Clinicians must comply with any reasonable request by ANZAED to provide information in relation to the Clinician's compliance with these Terms and Conditions, including if requested participation in audit processes for CPD, Supervision and general compliance purposes.

9.4 Without limiting any other provision of these Terms and Conditions, ANZAED may withdraw the Credential if it reasonably believes that the Clinician's Credential was obtained or renewed on the basis of information which is false or misleading in a material particular.

## **10. Sharing of information**

10.1 ANZAED may voluntarily or upon request from a Registration Body or Employer provide the entity with information about a Credentialed Eating Disorder Clinician or group of

Credentialed Eating Disorder Clinicians or may provide information in other circumstances if otherwise required or authorised by law.

- 10.2 ANZAED may, voluntarily or upon request, provide Commonwealth government agencies including Services Australia with information about individual Credentialed Eating Disorder Clinicians and groups of Credentialed Eating Disorder Clinicians to validate the credential, deliver relevant services required for the Medicare Benefits Schedule (MBS), meet contractual obligations, or as otherwise authorised by law.
- 10.3 The Credentialed Eating Disorder Clinician irrevocably agrees that ANZAED may share information in the circumstances described in these Terms and Conditions.

## **11. Complaints**

- 11.1 ANZAED is not responsible for the regulation of the professional practice of Credentialed Eating Disorder Clinicians, nor is it responsible for resolving or investigating complaints made by members of the public in relation to Clinicians. If approached by an individual with a complaint regarding the performance or conduct of a Credentialed Eating Disorder Clinician, ANZAED will provide the complainant with information about other entities to which the complaint may be made, including but not limited to:
- (a) a relevant Registration Body;
  - (b) the Credentialed Eating Disorder Clinician's employer; and
  - (c) the relevant State or Territory Healthcare Complaints Commission (however titled).

## **12. Removal of Credential and Dispute Resolution**

- 12.1 Prior to the termination of this agreement or the withdrawal of the Credential, ANZAED will provide written notice to the Credentialed Eating Disorder Clinician advising the Clinician of the reasons for the proposed action and inviting the Clinician to provide a response.
- 12.2 The settlement of any disputes arising in relation to these Terms and Conditions, including any refusal by ANZAED to grant or renew the Credential, must be referred to the Governing Council for a final decision. A decision by the Governing Council under this **clause 12** is not subject to further appeal.

## **13. Fees**

- 13.1 Definitions of GST and tax invoice are as provided within *A New Tax System (Goods and Services Tax) Act 1999*.
- 13.2 The Administration Fees for obtaining and maintaining the Credential are set out [on the website](#) and may be amended from time to time at ANZAED's discretion.
- 13.3 The Application Administration Fee is payable to ANZAED at the time of making an application to become a Credentialed Eating Disorder Clinician. The Application Administration Fee must be paid in full before ANZAED will consider the application.
- 13.4 Credentialed Eating Disorder Clinicians must pay the Renewal Administration Fee by 31 August of each year, or such other time as may be determined by ANZAED. Failure to pay by this date may result in termination of the Clinician's status as a Credentialed Eating Disorder Clinician.
- 13.5 ANZAED will issue a tax invoice and or tax receipt to the Credentialed Eating Disorder Clinician in the format required by law.

## **14. Refund Policy**

- 14.1 Administration Fees are paid to assess initial and renewal applications. To the extent permitted by Law, Administration Fees are non-refundable.
- 14.2 At the full discretion of ANZAED, there may be limited exceptions to clause 14.1 where a refund of Administration Fees may be made in special circumstances. Any request for refund must be made in writing and will be assessed on an individual basis. There is no standard time for processing refund requests. There is no right of merits review of the assessment when a request for refund is declined.
- 14.3 No refund will be paid if the Credential is terminated by the Clinician or by ANZAED during the period of currency.

## **15. Changes to credentialing body**

- 15.1 In the event that another entity or body is appointed to undertake the function of granting the Credential, these Terms and Conditions will remain in force upon the appointment of that body and Terms and Conditions may be novated to the newly appointed body. The novation will be effective upon the provision of notice to the Clinician.

## **16. Change to the Terms and Conditions**

- 16.1 ANZAED may from time to time alter these Terms and Conditions in part or in full with changes to be notified to Credentialed Eating Disorder Clinicians by email. The Clinician agrees to be bound by those amended Terms and Conditions by continued use of the Credential.