



# Terms and conditions of membership

Australasian Sonographers Association | May 2023

Level 2, 93–95 Queen Street,  
Melbourne, VIC 3000

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[www.sonographers.org](http://www.sonographers.org)  
May 2023

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## Definitions

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**Membership** means annual membership of the Australasian Sonographers Association Limited (**ASA**) in accordance with clause 7 of ASA's constitution and Member has the corresponding meaning.

**Membership Fee** means the fee payable for the relevant category of Membership for the forthcoming year.

**Membership Form** means and includes the Membership application form for ASA, whether in hard or soft copy, through an applicable webpage of, or form available from, ASA.

**Automatic Renewal** means you selecting or ticking the "Automatic Renewal" 'Opt-in' box in ASA's Membership Form, in which you consent (in accordance with these Terms and Conditions of Membership) to ASA automatically renewing your Membership annually, and either: (i) direct debiting your account; or (ii) deducting payment and storing your credit or debit card details, in accordance with these Membership Terms and Conditions.

## Terms

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- 2.1. All members must meet ASA's criteria for admission to the relevant membership category.
- 2.2. Members must ensure all information and supporting documentation provided on joining and renewing their membership is true, accurate and complete.
- 2.3. By joining or renewing their membership in either the Accredited Medical Sonographer or accredited students in the Non-voting Member category, Members agree to abide by the values, principles and standards set out in ASA's current Code of Conduct for Sonographers (as amended or updated from time to time). The code sets out the expectations of sonographers with respect to: professional values, qualities, competencies and conduct, examination and reporting technique and protocol, patient care, non-discriminatory practice, privacy and information security, conflict of interest, confidentiality, risk management, compliance with laws, treatment of colleagues, working within the health care system, the sonographer and society, research and clinical teaching.
- 2.4. Members agree to abide by the ASA Member Code of Conduct and the By-laws (as amended and updated from time to time).
- 2.5. Members acknowledge and agree that the Membership Fee does not include insurance cover. ASA's provider, Marsh Insurance, offers limited insurance cover (including limited professional indemnity and public and products liability insurance) under its allied health group liabilities insurance policy (**ASA Group Policy**) for an additional fee, should Members wish to take up such insurance. Members can select this insurance option when submitting their Membership application or renewal and, in doing so, must complete all the required disclosures in the insurance purchase form in the Membership Form (**Insurance Disclosures**) truthfully, accurately and completely. If a Member selects this option, is deemed eligible by Marsh Insurance for insurance coverage, and pays the associated fee, that Member will receive insurance coverage as the "Insured" under the ASA Group Policy, subject at all times to the terms and conditions and exclusions under that Policy ([available HERE](#)). Notwithstanding this insurance coverage, Members acknowledge and agree that the ASA Group Policy may not provide full indemnity

for loss, damage or injury that a Member may suffer when providing sonography services and that they may have to pay the excess if a claim is made on their behalf. Members agree that their own insurance arrangements are ultimately their own responsibility, and they will arrange any additional coverage at their expense after considering the ASA Group Policy terms, conditions and exclusions and their own circumstances. If a Member does not select insurance cover under the ASA Group Policy, that Member agrees that they are responsible for their own insurance (including, but not limited to, professional indemnity and public and products liability insurance) and any and all expenses in the event of loss, injury or death in the provision of sonography services.

- 2.6. Members' rights to membership and/or insurance may be forfeited if they fail to make all relevant disclosures in their Membership Form (including the Insurance Disclosures, as applicable).
- 2.7. Members acknowledge that ASA and Marsh Insurance (as applicable) rely on information provided by them and that all such information is accurate and complete.
- 2.8. Members purchasing insurance warrant that, at the time of making the disclosures, all the Insurance Disclosures are true and accurate and acknowledge that if any of the Insurance Disclosures can no longer be made by them or are known to be incorrect, they must inform Marsh Insurance and ASA immediately.
- 2.9. Members purchasing insurance warrant that if the Insurance Disclosures can no longer be made or are known to be incorrect, they may be excluded from the insurance coverage under the ASA Group Policy.
- 2.10. The Board may impose such sanctions (including termination of Membership) as outlined in clause 10.3 of the constitution if payment of any Membership subscription or other amount determined under clause 10 is in arrears for greater than 30 days.
- 2.11. The Board of ASA has the absolute right in accordance with the Constitution to refuse to admit a person as a Member and it is not required to state any reason for any such refusal.
- 2.12. Advance written notice of a Member's intention to resign must be submitted to the Secretary in accordance with the constitution and upon acceptance of same by the Board, the person shall cease to be a Member. A Member's resignation does not relieve that person of payment of any moneys due or payable before or at the time of such resignation and does not entitle that person to a refund of any subscription fee or other amount paid for membership.
- 2.13. Members undertake to contribute to the assets of ASA if it is wound up whilst they are still a Member or within one year after ceasing to become a Member such amount as may be required not exceeding twenty dollars (\$20.00), for: a) payment of the debts and liabilities of ASA b) the costs, charges and expenses of winding up; and c) adjustment of the rights of the contributories among themselves.

## Privacy and Data Use

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- 3.1. At ASA, your privacy matters, and we are committed to protecting it. Our privacy policy on how we deal with your personal information is located on ASA's website [HERE](#) and at the end of this document.
- 3.2. Members acknowledge, understand and consent to their personal information provided in their Membership Form being used and disclosed by ASA for the purposes of processing their Membership

Form and or annual renewal and facilitating the automatic renewal process, providing you with Member services or promotional material, the general conduct and management of ASA, furthering the objects of ASA or otherwise in accordance the ASA Privacy Policy. The ASA may share your information with third parties such as affiliates and other organisations involved in the sonography profession in Australasia; companies engaged by ASA to carry out functions and activities on ASA's behalf including direct marketing; ASA's professional advisers, including its accountants, auditors and lawyers and ASA's insurers; however, your information is not generally disclosed to anyone outside Australia.

- 3.3 Members understand that the ASA Privacy Policy contains information about how you may access and request correction of your personal information held by the ASA or make a complaint about the handling of your personal information, and provides information about how a complaint will be dealt with by the ASA.
- 3.4 Members acknowledge that their Membership application may be rejected if the information is not provided. If you do not wish to receive promotional material from ASA sponsors and third parties, you must advise the ASA in writing or via the opt-out procedures provided in the relevant communication.

## Automatic Renewal of Membership

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- 4. If you opt-in to Automatic Renewal by selecting the 'opt-in' box in the Membership Form, you:
  - (a) authorise ASA to automatically renew your Membership during the month of June each subsequent financial year (exact date to be confirmed by ASA at least two weeks prior to the renewal date); and
  - (b) either (depending on which you select on the Membership Form):
    - (i) authorise ASA's merchant provider to direct debit your account, in accordance with the direct debit agreement referred to in clause 5.3(b); or
    - (ii) authorise ASA to:
      - (A) debit your credit or debit card as outlined in clause 5.3(c); and
      - (B) authorise ASA to securely store your credit or debit card details to facilitate the payment(s) referred to in this clause 5.
- 4.1. ASA will renew automatically your Membership on the basis that the information provided in any Membership Form remains true and correct. You are obliged to update your details as required by logging into your membership dashboard.
- 4.2. ASA will provide you with notice, by email or such other means of notification as determined ASA in its sole discretion, of the relevant Membership Fee for the forthcoming Membership year, no later than 4 weeks prior to the forthcoming membership year
- 4.3. You can opt-out of Automatic Renewal by: (i) not selecting the 'opt-in' box on the Membership Form when completing and lodging the form; or (ii) contacting the Association on (03) 9552 0000

## Payment of Membership Fee

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5.1. When you sign up as a Member, you agree to pay the 12-month Membership Fee, irrespective of whether or not you wish to be, or remain, a Member for the duration of the relevant 12-month period. If you elect to pay in 12 monthly instalments and then wish to opt out of the Monthly payment schedule, you must at that time make advance payment of all remaining instalments for the current Membership year.

5.2. Payment of your 12 Month Membership Fee may be made in either:

(a) one annual amount (**Annually**); or

(b) 12 monthly instalments (**Monthly**),

as indicated by you on the Membership Form, by ticking or selecting the Annual Payment or the Monthly Payment box.

Where you take up the Monthly option after 1st July in the relevant year, the first instalment payable will total the sum of all monies payable to that point in time, to bring the amounts payable in line with the standard Monthly schedule.

5.3. Payment of your Membership Fee may be made by any of the following:

(a) if you do not select Automatic Renewal, by credit or debit or Electronic Funds Transfer, Annually or Monthly as indicated in the Membership Form; or

(b) if you opt-in to Automatic Renewal and select "direct debit", by completing the direct debit authorisation and agreement provided with the Membership Form, under which your nominated bank account:

(i) will be debited Annually or Monthly as directed by you in the Membership Form; and

(ii) will be debited (depending on whether you select Annually or Monthly):

- (A) Annually – during the month of June of that financial year (exact date to be confirmed by the Association at least two weeks prior to the renewal date) and each subsequent year; or
- (B) Monthly – on the 1st day of each calendar month in that and each subsequent year,

subject to Clause 4.1 of these Membership Terms & Conditions.

- (c) if you opt-in to Automatic Renewal, payment by credit or debit, by inserting your credit or debit card details into the Membership Form in which case your nominated credit or debit card:

- (i) will be debited Annually or Monthly as directed by you in the Membership Form;
- (ii) details will be securely stored on ASA's secure system for the duration of your ongoing consent to Automatic Renewal; and
- (iii) will be debited (depending on whether you select Annually or Monthly):

- (A) Annually – during the month of June of that financial year (exact date to be confirmed by the Association at least two weeks prior to the renewal date) and each subsequent year; or
- (B) Monthly – on the 1st day of each calendar month in that and each subsequent year,

subject to Clause 4.1 of these Membership Terms & Conditions.

- 5.4. Direct debits from your account will be debited in accordance with the direct debit authorisation and agreement.
- 5.5. Credit and debit card payments will be debited from your credit or debit account on the date nominated for payment by ASA.
- 5.6. If a payment fails or a debit is dishonoured, ASA will attempt to contact you via telephone or email (including a combination of these methods if the initial contact is not successful). If ASA is unable to contact you and no further payment is made, or if ASA does make contact but you do not pay the Membership Fee, then you will no longer be a financial Member and, will no longer be entitled to the benefits of Membership and will be ineligible to renew your Membership until all outstanding amounts are paid."
- 5.7. If you consent to Automatic Renewal and consider a payment or withdrawal has been made incorrectly, you should contact ASA on (03) 9552 0000 and request that the payment or withdrawal be reviewed. ASA will investigate any claims of incorrect payments or withdrawals thoroughly and process refunds for any proven claims as soon as practicable.



# Privacy Policy – Australia



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# Privacy Policy

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Last updated: 19 May 2020

At ASA, your privacy matters, and we are committed to protecting it. Our policy on how we deal with your personal information is set out below.

## Why We Collect, Use and Disclose Your Personal Information

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We collect, use and disclose your personal information so that we can effectively provide our services to you. Sometimes, collection, use or disclosure of certain types of personal information may also be mandated by law, for example for record keeping purposes.

We will only collect, use or disclose your personal information if it is necessary for the legitimate purposes of conducting our business. We will never sell or otherwise disclose your personal information to third parties for financial gain.

Some of the legitimate business purposes for which we collect, use or disclose your personal information include:

- To provide products or services to you in respect of the ASA;
- To share your personal information with our related entities or third parties engaged by us (such as IT contractors) where it is directly relevant to our provision of products or services to you;
- To exchange correspondence with you;
- To answer queries or provide information requested by you (including marketing and promotional material where you have consented to receiving them);
- To maintain an internal record of our communications and business dealings with you;
- To deal with any complaints or disputes; and
- To comply with any relevant law or regulation.

We will set out in more detail the particular reasons for the collection of your personal information in a separate privacy notice at the time of collection.

You will always be free to choose whether or not you provide any part of your personal information to us. This includes where you choose to deal with us anonymously or through use of a pseudonym. However, for legal and practical reasons, we may be unable to provide you with certain services without collecting particular types of personal information from you.

## Types of Personal Information that We Collect

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Personal information can be any information or opinion that is about you or that can reasonably be ascertained to be about you.

Examples of the types of personal information that we may collect include:

- Your name;
- Your contact details such as address, phone number or email;
- Your date of birth;
- Your IP address or device identifier; and
- Geolocation data from your electronic device.

We do not collect information related to your health, racial or ethnic origin or religious beliefs.

We may require sensitive information. If we need to collect, use or disclose sensitive information about you, we will ask for your specific consent unless we are otherwise required or permitted to do so without your specific consent by law.

## How We Collect Personal Information

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We collect personal information directly from you unless it is unreasonable or impractical to do so. Ways that we collect personal information from you include:

- When you provide information to us through forms, applications or social media;
- When you communicate with or send correspondence to us;
- Through your purchase of products or services from us; and
- Through your use and access of our website.

Your personal information may also be collected through the use of cookies or other similar technology on our website. Such technology is designed to automatically collect both personal information sent by your electronic device (such as IP address, device identifier and geolocation data) and non-personal, analytical information in order to enhance the user experience.

We will collect personal information directly from you unless it is unreasonable or impracticable to do so. If we do collect your personal information from a third party, we will only do so when we have your consent or if we are otherwise required or permitted to do so without your consent by law.

## Access to Your Personal Information

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You have a right to request access to your personal information collected and held by us. This includes the right to:

- ask us what information we hold about you;
- receive a copy of your personal information that we hold; and
- have your personal information held by us corrected or updated.

However, in some circumstances we may refuse access to your personal information. This includes where:

- you fail to supply us with sufficient identification information for us to verify your identity or your authority to access someone else's personal information;

- giving access may pose a serious threat to the life, health or safety of any individual or the public in general; and
- giving access would have an unreasonable impact on the privacy of other individuals.

You can request access to your personal information by contacting us using the details provided under the “Complaints and Contact Information” section of this privacy policy. We will endeavour to respond to any request for access to personal information within 30 days.

## Overseas Disclosure of Your Personal Information

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We may share certain personal information collected by us with overseas entities outside of Australia for the purposes of information storage and marketing. We take all reasonable steps to ensure that overseas entities receiving your personal information will not breach the Australian privacy regulations when dealing with your personal information.

## Security and Data Retention

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We endeavour to take all reasonable steps necessary to protect the personal information collected by us. This includes physical security measures on our premises and electronic security measures such as firewalls, anti-virus, password restrictions and data encryption.

Your personal information may be retained for purposes set out in this privacy policy after the conclusion of the provision of our products or services to you. For example, we may need to keep historical records in order to comply with our legal obligations, or you may have consented to continue receiving marketing and promotional material from us. Wherever possible, we will destroy or de-identify your personal information as soon as practicable once it becomes no longer necessary to retain them for the purposes set out in this privacy policy.

## Update to Our Privacy Policy

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We may update this privacy policy from time to time. The latest updated version of this privacy policy will always be published on our website at [www.sonographers.org](http://www.sonographers.org).

## Complaints and Contact Information

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If you have any queries, concerns, feedback or complaint regarding your personal information, please contact us by sending an email to [memberservices@sonographers.org](mailto:memberservices@sonographers.org) or by sending a letter to:

Company Secretary  
Australian Sonographers Association  
Level 2, 93–95 Queen Street,  
Melbourne VIC 3000

We will endeavour to respond to you as soon as reasonably practicable, and in any event within 30 days. In the case of a complaint, we may request further information from you before being able to deal with the

complaint. We will endeavour to let you know our decision with respect to the complaint within 30 days of receiving all relevant information, including further information that we may request. If you are not satisfied with our response, you may refer your complaint to the Office of the Australian Information Commissioner.



# Privacy Policy – New Zealand

Level 2, 93–95 Queen Street  
Melbourne 3000 VICTORIA

T +61 3 9552 0000  
F +61 3 9558 1399

[www.sonographers.org.au](http://www.sonographers.org.au)  
Reviewed November 2020

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At ASA, your privacy matters, and we are committed to protecting it. Our policy on how we deal with your Personal Information is set out below.

## Why We Collect, Use and Disclose Your Personal Information

---

Personal information can be any information that is about you or that can reasonably be ascertained to be about you (**Personal Information**).

We collect, use and disclose your Personal Information so that we can effectively provide our services to you. Sometimes, collection, use or disclosure of certain types of Personal Information may also be mandated by law, for example for record keeping purposes.

We will only collect, use or disclose your Personal Information if it is necessary for the legitimate purposes of conducting our business. We will never sell or otherwise disclose your Personal Information to third parties for financial gain.

Some of the legitimate business purposes for which we collect, use or disclose your Personal Information include:

- To provide products or services to you in respect of the ASA;
- To exchange correspondence with you;
- To answer queries or provide information requested by you (including marketing and promotional material where you have consented to receiving them);
- To maintain an internal record of our communications and business dealings with you;
- To deal with any complaints or disputes;
- To maintain and enhance our website; and
- To comply with any relevant law or regulation.

You will always be free to choose whether or not you provide any part of your Personal Information to us. This includes where you choose to deal with us anonymously or through use of a pseudonym. However, for legal and practical reasons, we may be unable to provide you with certain services without collecting particular types of Personal Information from you.

## Types of Personal Information that We Collect

---

Examples of the types of Personal Information that we may collect include:

- Your name;
- Your contact details such as address, phone number or email;
- Your date of birth;
- Your IP address or device identifier; and
- Geolocation data from your electronic device.

## How We Collect Personal Information

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We collect Personal Information directly from you. Ways that we collect Personal Information from you include:

- When you provide information to us through forms, applications or social media;
- When you communicate with or send correspondence to us;
- Through your purchase of products or services from us; and
- Through your use and access of our website.



Your Personal Information may also be collected through the use of cookies or other similar technology on our website. Such technology is designed to automatically collect both Personal Information sent by your electronic device (such as IP address, device identifier and geolocation data) and non-personal, analytical information in order to enhance the user experience.

If we collect Personal Information from a third party, we will only do so when we have your consent or if we are otherwise required or permitted to do so without your consent by law.

## Disclosure of Personal Information

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We may share your Personal Information with our related entities or third parties engaged by us (such as IT contractors) where it is directly relevant to our provision of products or services to you. We will only share your Personal Information with an unrelated third party with your consent.

## Access to Your Personal Information

---

You have a right to request access to your Personal Information collected and held by us. This includes the right to:

- ask us what information we hold about you;
- receive a copy of your Personal Information that we hold; and
- have your Personal Information held by us corrected or updated.

However, in some circumstances we may refuse access to your Personal Information. This includes where:

- the information does not exist or cannot be found;
- you fail to supply us with sufficient identification information for us to verify your identity or your authority to access someone else's Personal Information;
- giving access may pose a serious threat to the life, health or safety of any individual or the public in general;
- giving access would have an unreasonable impact on the privacy of other individuals; and
- any other circumstances allowed under the Privacy Act 2020 (**Privacy Act**).

You can request access to your Personal Information by contacting us using the details provided under the "Complaints and Contact Information" section of this Privacy Policy. We will endeavour to respond to any request for access to Personal Information within 20 working days.

## Overseas Disclosure of Your Personal Information

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We may share certain Personal Information collected by us with overseas entities outside of New Zealand for the purposes of information storage and marketing. We take all reasonable steps to ensure that overseas entities receiving your Personal Information will be protected either by the Privacy Act or by safeguards comparable to those under the Privacy Act (**Comparable Safeguards**). If we cannot ensure that this Personal Information will be protected by the Privacy Act or by Comparable Safeguards, we will only disclose this Personal Information with your consent.

## Security and Data Retention

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We endeavour to take all reasonable steps necessary to protect the Personal Information collected by us. This includes physical security measures on our premises and electronic security measures such as firewalls, anti-virus, password restrictions and data encryption.

Your Personal Information may be retained for purposes set out in this privacy policy after the conclusion of the provision of our products or services to you. For example, we may need to keep historical records in order to comply with our legal obligations, or you may have consented to continue receiving marketing and promotional material from us. Wherever possible, we will destroy or de-identify your Personal Information as soon as practicable once it becomes no longer necessary to retain them for the purposes set out in this privacy policy.

## Updates to Our Privacy Policy

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We may update this privacy policy from time to time. The latest updated version of this Privacy Policy will always be published on our website at [www.sonographers.org](http://www.sonographers.org).

## Complaints and Contact Information

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If you have any queries, concerns, feedback or complaint regarding your Personal Information, please contact us by sending an email to [memberservices@sonographers.org](mailto:memberservices@sonographers.org) or by sending a letter to:

Company Secretary  
Australian Sonographers Association  
Level 2, 93-95 Queen Street  
Melbourne VIC 3000

We will endeavour to respond to you as soon as reasonably practicable, and in any event within 20 working days. In the case of a complaint, we may request further information from you before being able to deal with the complaint. We will endeavour to let you know our decision with respect to the complaint within 20 working days of receiving all relevant information, including further information that we may request. If you are not satisfied with our response, you may refer your complaint to the Office of the Privacy Commissioner.



# ASA Member Code of Conduct

Australasian Sonographers Association – May 2021

## 1. Purpose

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- (a) As a member of the Australasian Sonographers Association Limited (**ASA**), you are expected to behave in a manner that upholds ASA's values at all times.
- (b) The purpose of this Member Code of Conduct (Code) is to:
  - (i) provide guidance on the standards of behaviour and conduct expected of ASA members to ensure that the values, good reputation, positive behaviours and attitudes of ASA are maintained and enhanced; and
  - (ii) ensure that all ASA members are aware of the standards of behaviour expected of them.
- (c) This Code is incorporated into the ASA's Membership Terms and Conditions under clause 2.4, and a breach of the Code may result in termination of your membership in accordance with clause 15.1 of the Constitution.
- (d) For the duration of your membership of ASA, you must at all times comply with the Code:
  - (i) in relation to any dealings you have with ASA or its staff, contractors and representatives (ASA Representatives);
  - (ii) wherever there is a recognised ASA connection, including events, conferences and on social media;
  - (iii) if you are attending, or travelling to or from, an event conducted by ASA;
  - (iv) when dealing with other ASA members in your capacity as an ASA member; and
  - (v) in relation to your ASA membership in general.

## 2. Responsibilities and expectations

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As an ASA member, you must:

- (a) comply with and encourage compliance with all ASA by-laws and directions of ASA Representatives;
- (b) treat all ASA Representatives, ASA members and other stakeholders with courtesy, respect and proper regard for their rights and obligations;
- (c) be ethical, considerate, fair and honest in all dealings with other people related to ASA;
- (d) not engage in any form of abuse, harassment, victimisation or discrimination, or any conduct that might reasonably be regarded as abuse, harassment, victimisation or discrimination towards ASA Representatives or members;

- (e) not engage in, or encourage, any conduct that is unbecoming of you or ASA, or brings you, or ASA into disrepute, or is otherwise harmful to the interests of ASA in any way;
- (f) act with care and diligence to safeguard the health and safety of yourself, ASA Representatives and other ASA members, and ensure your decisions and actions contribute to a safe environment;
- (g) be accountable for your own behaviour and actions;
- (h) comply with all reasonable directions of, and accept all decisions of, ASA Representatives;
- (i) not display or transmit, or cause to be displayed or transmitted, offensive or inappropriate material or messages;
- (j) engage in behaviour that negatively affects the experience, safety or wellbeing of ASA Representatives, other ASA members, or other patrons, including behaviour that is or constitutes:
  - (iii) offensive or discriminatory;
  - (iv) bullying or harassing;
  - (v) sexist, racist, homophobic or transphobic;
  - (vi) intimidating, threatening or aggressive;
  - (vii) drunk and disorderly;
  - (viii) unwelcome or uninvited physical contact;
  - (ix) sexual harassment;
  - (x) continued or unreasonable disruption of ASA Representatives performing their duties; and
  - (xi) unlawful or unsafe.

### 3. Unacceptable conduct

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In addition to conduct that breaches one or more of the above requirements, and without limiting what constitutes a breach of the Code, it will be a breach of the Code if you:

- (a) undertake any behaviour prohibited by a venue's ticketing or entry conditions, at, in or around that venue at which an ASA event is taking place;
- (b) behave in a manner that is regarded as physical, emotional, racial, religious or sexual harassment towards ASA Representatives or ASA members;
- (c) behave in a manner that is regarded as public or domestic violence;
- (d) make comments towards ASA Representatives, whether in person or by email, text, social media, or other means that are (or could reasonably be interpreted as being) threatening, discriminatory, racist, homophobic, sexist, bullying, harassing or vilifying;

- (e) behave in a manner that creates a public nuisance and/or disturbance within or around a venue at which an ASA event is taking place;
- (f) bully or intimidate ASA Representatives or ASA members;
- (g) publish, or encourage the publication of, offensive, hateful or distressing material on social media (such as tweeting or re-tweeting an indecent or offensive comment) in relation to or towards ASA Representatives or ASA members; or
- (h) are drunk, or in the possession or under the influence of an illegal or illicit drug, at, in or around a venue at which an ASA event is taking place.

## 4. Other requirements

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ASA Members are reminded of their obligations under ASA's Constitution, By-Laws and Membership Terms and Conditions in addition to those under this Code.

## 5. Upholding this Code

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- (a) You acknowledge and agree that a breach of this Code constitutes a breach of the by-Laws, and may result in ASA taking action against you, including but not limited to terminating your membership in accordance with the ASA Constitution.
- (b) You acknowledge that nothing in this Code prevents the ASA board from enforcing any other by-laws, policies, rules, regulations or other requirements or referring any alleged criminal conduct to a relevant law enforcement agency.



# ASA Sonographer Code of Conduct

Date of issue: Effective from March 2022.

Last reviewed: May 2022.

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# 1. Purpose

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The Australasian Sonographers Association (ASA), Code of Conduct for Sonographers (Code) sets out the required standards of professional conduct and ethics, as well as other principles for safe and effective practice by sonographers who are members of the ASA. The code was developed after consultation with the sonography profession. Its intention is to describe the professional conduct of sonographers and to let the community know the standard of practice to expect from sonographers.

The code contains important principles that set out expectations of members and is intended to complement information and guidance issued by other organisations, such as employers and statutory authorities. At all times, sonographers must comply with any applicable laws and codes governing the practice of sonography. Sonographers are expected to acknowledge and abide by the code. However, its application will vary according to individual circumstances without compromising the principles.

This code applies to practising sonographers and sonography students, as well as members of the public and patients receiving sonography services in Australia and New Zealand.

## 2. Introduction

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### 2.1 Role of the code of conduct

Sonographers have a professional responsibility to be familiar with this code of conduct and to apply the guidance it contains. This code will be used to:

- a. support individual sonographers in the challenging task of providing healthcare and fulfilling their professional roles, and to provide a framework to guide professional judgement
- b. assist the ASA in advising the profession on the highest standards required to provide the best possible outcomes in ultrasound for patients
- c. assist with the determination of membership consequences for errors or reported failure to meet the standard of practice described in this code
- d. provide an additional resource for a range of uses that contribute to enhancing the culture of sonographer professionalism, for example: in sonographer education; orientation, induction and supervision of students; and for use by administrators and policy makers in hospitals, health services and other institutions.

Although this code may be used as a guide to the public, patients and other health service users about the standard of practice and behaviour expected from sonographers, it is not a charter of rights.

This code does not displace the obligations imposed on sonographers and other health providers under relevant laws. Organisations and individuals should seek their own independent legal advice if they have concerns regarding their compliance with relevant legislation.

## 2.2 Professional values and qualities

While individual sonographers have their own personal beliefs and values, there are certain professional values upon which all sonographers are expected to base their practice.

Sonographers have a duty to make the care of patients their first concern and to practise safely and effectively. They must be ethical and trustworthy. Patients should be able to trust sonographers, and believe that in addition to being competent, sonographers will not take advantage of them and will display qualities such as integrity, honesty, dependability, and compassion. Patients should also be able to rely on sonographers to protect their confidentiality.

Sonographers have a responsibility to recognise and work within the limits of their workplace protocols, policies and procedures and their competence and scope of practice, recognising that this will vary according to their role.

## 2.3 Australia and New Zealand healthcare

Australia and New Zealand are culturally diverse communities. Australians and New Zealanders inhabit lands that for many ages were held and cared for by Aboriginal and Torres Strait Islander and Māori peoples. The histories and cultures of these peoples have uniquely shaped their nations. Australian and New Zealand societies are further enriched by the contribution of people from many nations who have made these countries their home.

Sonographers are required to be competent when engaging with patients whose cultures may differ from their own and with colleagues and other health professionals from diverse backgrounds. The ASA acknowledges that in New Zealand, the Te Tiriti o Waitangi/Treaty of Waitangi is a founding document of Aotearoa New Zealand, which informs legislation, policy, and practice, and aims to reduce the health inequalities between Māori and non-Māori. A sonographer in New Zealand must understand the relevance and be able to apply the Tiriti o Waitangi/Treaty of Waitangi principles, while promoting equitable opportunity for positive health outcomes within the context of Māori health (models), including whānau (family health), tinana (physical health), hinengaro (mental health) and wairua (spiritual health).

## 2.4 Substitute decision-makers

In this code, reference to the term 'patient' also includes substitute decision-makers for patients who do not have the capacity to make their own decisions. These can be parents, guardians, a person nominated by the patient as their support person/people, a power of attorney or other legally appointed decision-maker.

## 2.5 Treatment in emergencies

Treating patients in emergencies requires practitioners to consider a range of issues in addition to providing best care. Sonographers should help in an emergency being mindful of their own safety, skills, the availability of other options, and the impact on any other patients under their care and continue to help until services are no longer needed.

## 3. Providing care

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### 3.1 Patient-centred care

Sonographers should practise patient-centred care during all their professional interactions with patients and their support person/people. Patient-centred care involves:

- a. encouraging patients to take interest in, and responsibility for, the management of their own health
- b. protecting the autonomy, dignity, and privacy of patients
- c. assessing the patient, noting their clinical history (including relevant psychological, social and cultural considerations), patient views, and where physical examination is indicated, relevant findings from this examination
- d. formulating and implementing a suitable and appropriate examination/procedure, including liaising with, and referring to, other appropriate health practitioners when indicated
- e. facilitating continuity of care when indicated
- f. recognising and respecting the patient's right to make their own decisions.

### 3.2 Professional competence and conduct

Professional competence and conduct involve:

- a. demonstrating a high level of professional competence and conduct that is reflected in practice and which supports the reputation of the sonography profession
- b. recognising and working within the limits of competence and scope of practice, recognising that both may change over time. A sonographer must not provide services that are outside their experience or training, nor provide services that they are not qualified to provide, or that are not clinically justifiable
- c. committing to ongoing learning and the maintenance and development of clinical/professional skills and competency in their area of practice to provide safe and effective care
- d. ensuring that they have undertaken the requisite training and/or obtained the requisite qualifications to achieve the required level of competence when moving into a new area of practice
- e. ensuring independence and professional judgement within their scope of practice when providing support and advice to patients and other health professionals. This includes being able to justify and take responsibility for their professional decisions and actions

- f. practising with due care and respect for an individual patient's culture, needs, values, worldviews, and beliefs
- g. maintaining clear and adequate records, ensuring they are stored securely
- h. considering the balance of benefit and risk of harm in performing ultrasound examinations/procedures
- i. engaging in evidence-informed practice
- j. communicating effectively with patients and their support person/people with respect and honesty
- k. providing examinations/procedures based on the most credible, accurate and highest quality available information and not influenced by financial or other personal gain or incentives
- l. avoiding conflicts of interest by not offering, requesting, or accepting incentives, gifts, or hospitality that may be perceived as, and/or result in, a personal benefit
- m. taking steps, to the extent practicable, to alleviate the distress of patients and mitigate the risk of harm to patients
- n. supporting the right of the patient to seek a second opinion
- o. recognising the expertise and experience of all health professionals involved in the care of the patient, and working collaboratively and in cooperation with these individuals in the interests of their patients
- p. using available resources responsibly and effectively
- q. ensuring that personal views do not adversely impact the care of a patient.

### 3.3 Decisions about access to care

Sonographers may be involved in making decisions about a patient's access to healthcare. Access to care involves:

- a. collaborating in decision-making with patients and colleagues that is free from bias and discrimination
- b. treating patients in a culturally safe and respectful manner, and not prejudicing the care of a patient because they believe that the behaviour of the patient has contributed to their condition
- c. being non-discriminating on grounds of an attribute such as ethnicity, religion, socioeconomic status, gender, sexual orientation, political or other opinion, disability, age, or other grounds specified in antidiscrimination legislation in the relevant jurisdiction
- d. ensuring patients are clearly informed of the purpose and nature of the relevant examination, thus supporting them to make an informed choice
- e. protecting vulnerable or disadvantaged patients from exploitation and harm
- f. investigating and examining patients based on clinical referral and the effectiveness of the proposed examination/procedure, and not providing unnecessary services
- g. being aware of sonographer rights to not provide or participate directly in an examination/procedure to which they object conscientiously. This may involve informing patients and, if relevant, colleagues of the objection and avoiding using the objection to impede access to healthcare that is legal. In turn, this may

involve appropriate referral of the patient

- h. being aware of the rights of the patient to refuse an examination/procedure or to withdraw consent at any time
  - i. taking action to protect themselves and staff if a patient poses a risk to their health and/or safety.
- Wherever possible, the patient should not be denied care if reasonable steps can be taken to keep sonographers and other staff safe.

## 4. Working with patients

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### 4.1 Partnership

Working with patients is a partnership between the sonographer and the patient and their support person/people based on openness, trust, mutual respect, and good communication, even in situations of personal incompatibility. The sonographer-patient partnership involves:

- a. respecting patient rights and providing care that respects patient dignity and needs
- b. acting in the best interests of each patient by supporting and promoting the individual rights of the patient, ensuring they cause no harm
- c. maintaining the same high standards of care for all patients
- d. demonstrating a high standard of personal conduct, including respecting appropriate professional boundaries throughout all interactions with patients, including through social media
- e. treating each patient as an individual, being courteous, respectful, compassionate, and honest
- f. upholding the rights, values, and autonomy of every patient, including their role in the diagnostic process, and in maintaining health and wellbeing
- g. protecting the privacy and right to confidentiality of patients, unless release of information is required or permitted by law
- h. encouraging and supporting patients to be well informed about their health, as far as possible, within the scope of practice and applicable workplace policies
- i. respecting the rights of the patient and performing the relevant examination/procedure without prejudice
- j. recognising that there is a power imbalance in the sonographer-patient relationship and never engaging in physical, emotional, sexual, or financial exploitation of the patient.

### 4.2 Effective communication

Effective communication, in all forms, is an important part of the sonographer-patient relationship. This involves:

- a. listening actively, using appropriate language and detail, using appropriate verbal and nonverbal cues, and confirming that the other person has understood, or if they have any questions

- b. communicating clearly, sensitively, and effectively with the patient and their support person/people, always ensuring respect, confidentiality, privacy, and dignity is afforded to the patient
- c. applying a range of communication strategies, both verbal and nonverbal, to establish rapport, engender trust and confidence, and facilitate understanding of the patient's issues and perspectives
- d. responding to the patient's and their support person's/people's concerns, queries, or issues in a timely and accurate manner
- e. encouraging patients to provide information about their health or other information relevant to their examination/procedure
- f. understanding the clinical setting to ensure that communication with the patient about their condition and treatment pathways is in the interest of the patient and within the competencies of the sonographer
- g. ensuring adequate opportunity for the patient to question or refuse an examination/procedure
- h. ensuring that communication is provided in a manner appropriate to the patient's ability to understand, taking account of factors such as age, capacity, learning ability and physical ability, and that attempts are made to confirm that a patient understands what a sonographer has said
- i. ensuring that patients are informed of the risks associated with any part of a proposed examination/procedure
- j. responding to questions from patients, recognising the limits of a sonographer's ability to advise patients about their healthcare, including the sonographer's clinical experience, formal training and assessed competence to provide such information, any local policies relating to the provision of such information, and the clinical context of the enquiry
- k. being aware of the characteristics and consequences of verbal and nonverbal communication and how the interpretation of these can vary depending on factors such as age, culture, ethnicity, gender, socioeconomic status and spiritual or religious beliefs
- l. being sensitive to, and identifying, likely communication barriers specific to individual patients and their support person/people associated with specific language, cultural and communication needs
- m. applying knowledge of likely communication barriers and making appropriate adjustments to communication styles to suit the needs of the patient, including those from culturally and linguistically diverse backgrounds
- n. using qualified language interpreters where possible to help meet the communication needs of patients, including those who require assistance because of their English skills or because they are speech or hearing impaired.

### 4.3 Confidentiality and privacy

Sonographers have ethical and legal obligations to protect the privacy of people requiring and receiving care. Confidentiality and privacy involve:

- a. performing the examination/procedure and conveying knowledge and procedural information in ways that create trust and confidence, always respecting patient confidentiality, privacy, and dignity
- b. treating all information about patients as confidential and seeking consent from patients using standardised consent processes, including formal documentation if required, for the release and exchange of health and medical information
- c. being aware of, and always complying with, the requirements of the privacy and/or health records legislation that operate in relevant jurisdictions, and applying these requirements to information held in all formats, including ultrasound images and electronic information during and beyond employment or engagement
- d. sharing information appropriately about patients for their healthcare to the extent permitted under privacy legislation and professional guidelines about confidentiality
- e. being aware of complex issues relating to genetic and other complex information and seeking appropriate advice about disclosure of such information
- f. providing appropriate surroundings to enable private and confidential consultations and discussions to take place
- g. ensuring that all staff are aware of the need to respect the confidentiality and privacy of patients, and not to discuss patients in a non-professional context
- h. seeking consent from patients to remove only the clothes required to allow appropriate examination/procedure
- i. providing private and secure facilities for dressing and undressing
- j. allowing only personnel essential for the examination procedure to be in the room with the patient (except in circumstances where the patient has provided their consent for, and the sonographer has agreed to, another person(s) attending the procedure)
- k. maintaining patient confidentiality when non-healthcare personnel are nearby
- l. reporting immediately any breaches in privacy and confidentiality to an appropriate authority, employer, regulator or professional organisation.

#### 4.4 Informed consent

Informed consent for any examination needs to be gained prior to performing the examination/procedure.

Seeking and obtaining informed consent involves:

- a. supporting the patient to provide voluntary consent to an examination/procedure based on appropriate knowledge and understanding of the benefits and risks involved
- b. allowing consent provided only by a patient or nominated decision-maker who has capacity to provide it. Consent must be specific to the procedure, informed, given voluntarily, in a language the patient understands, respectful of the patient's gender, sexual orientation, and religious beliefs, and not obtained



through misrepresentation or fraud

- c. providing appropriate information about the examination/procedure including any risks involved to patients in a way they can understand before asking for their consent
- d. obtaining informed consent before performing any examination/procedure, assisting with treatment (except in an emergency) or involving patients in teaching or research, including providing information on risks
- e. obtaining the consent via people with legal authority to act on behalf of the patient and attempt to obtain the consent of the patient as far as practically possible, via an interpreter, if necessary, when working with a patient whose capacity to give consent is or may be impaired or limited
- f. advising patients that they can withdraw consent at any time without consequence and without having to give a reason. If there are any indications consent has been withdrawn, the sonographer must not continue with the examination/procedure
- g. documenting consent appropriately and considering the need for collecting and securely storing written consent for procedures that may result in serious injury or death
- h. advising the patient that there may be additional costs that they may wish to clarify before proceeding with the proposed examination/procedure
- i. obtaining specific consent for trainee sonographer involvement.

## 4.5 Young people

Caring for young people brings additional responsibilities for sonographers, such as:

- a. being sensitive to, and accommodating the needs of, young people in examinations and treatments
- b. placing the interests and wellbeing of the young person first
- c. treating the young person with respect and listening to their views
- d. encouraging questions and answering those questions to the best of the sonographer's ability
- e. providing information in a way that promotes the young person's understanding
- f. considering the young person's capacity for decision-making and consent. In general, where a sonographer judges that a young person is of a sufficient age and mental and emotional capacity to give consent to a service, that person should be able to request and provide informed consent to receive services without the consent of a parent, guardian, or another legal representative. If there is any doubt, advice can be sought from an appropriate guardian or child welfare authority
- g. recognising the role of parents and guardians and encouraging the young person to involve their parents and/or guardians in decisions about the relevant examination/procedure
- h. remaining alert to young people who may be at risk and notifying appropriate child protection authorities as required. This may include (but is not limited to) where a parent and/or guardian is refusing examination/procedure for their child and this decision may not be in the best interests of the child, or where there is a potential for child abuse.

## 4.6 Culturally safe and sensitive practice

Australia and New Zealand/Aotearoa have culturally diverse populations. Cultural factors that may affect the sonographer/patient partnership include cultural and linguistic diversity, sexual orientation, race, socioeconomic status (including occupation), age, gender, disability, religion, ethnicity, geographic locations and identifying as Aboriginal and Torres Strait Islander or Māori peoples. Sonographers are reflective of their own culture and beliefs and respectful of the beliefs and cultures of the patient, recognising that these cultural differences may impact the sonographer/patient relationship. Sonographers are aware that differences such as gender, sexuality, age, and belief systems may influence care needs, and avoid discrimination based on these differences. Sonographers should:

- a. have knowledge of, respect for, and sensitivity towards, the cultural needs of the community, including those of Aboriginal, Torres Strait Islander and Māori peoples, and those from culturally and linguistically diverse backgrounds
- b. acknowledge the social, economic, cultural, and behavioural factors influencing health, both at individual and population levels
- c. recognise and evaluate the sociocultural factors that may influence patient attitudes and responses to sonography services
- d. understand that a sonographer's own culture and beliefs influence their interactions with patients
- e. adapt their practice to improve engagement and healthcare outcomes for patients by ensuring it is non-discriminatory, empathetic and respects sociocultural differences
- f. make appropriate adjustments to communication style to suit the needs of the patient, including those of Aboriginal and Torres Strait Islander and Māori peoples, and those from culturally and linguistically diverse backgrounds
- g. provide health services in a manner that is culturally sensitive to the individual patient's culture, needs, values, worldviews, and beliefs, including the needs, values, and beliefs of Aboriginal and Torres Strait Islander and Māori peoples, and those from culturally and linguistically diverse backgrounds
- h. respect, where possible, the individual cultural needs and preferences of patients who may prefer a health professional of specific gender due to their ethnic, religious, or cultural background, previous experiences, or in view of their age
- i. ensure that the importance of culture, vigilance towards the dynamics that result from cultural differences, and the adaptation of services to meet culturally unique needs, are incorporated into all aspects of professional practice, not just the clinical aspects
- j. include application of any local treaties with respect to cultural practice, such as the Tiriti o Waitangi/Treaty of Waitangi, with an understanding of its principles within the context of New Zealand/Aotearoa, and its practical application within the profession. This includes upholding tikanga best practice guidelines when working with Māori patients and their whānau.

## 4.7 Patients who may have additional needs

Some patients (including those with impaired decision-making capacity) may have additional needs. Effective management of patients with additional needs involves:

- a. being sensitive to their needs and adapting practice to ensure that these needs are respected
- b. being aware that these patients may be at greater risk from exploitation and harm
- c. paying particular attention to communication with vulnerable groups
- d. being aware that increased advocacy may be necessary to ensure equitable access to healthcare
- e. recognising that there may be a range of people involved in their care, such as a support person/people or a guardian and involving them when appropriate.

## 4.8 Adverse events and open disclosure

Adverse events are a potential consequence of any procedure and sonographers need to be prepared to deal with them. This involves:

- a. considering the potential adverse events that may occur prior to undertaking the procedure
- b. minimising the risk of adverse events and mitigating the consequences of any event that might occur
- c. taking responsibility, if an adverse event occurs, to be open and honest in communication with the patient to review what has occurred and to report appropriately
- d. recognising what has happened and, where possible, acting promptly to rectify the problem
- e. ensuring that appropriate first aid or emergency assistance is engaged in the event of any serious adverse event and seeking any necessary help and advice as needed
- f. explaining to the patient as promptly and fully as possible what has happened and the anticipated short-term and long-term consequences
- g. acknowledging any patient distress and providing appropriate support
- h. complying with relevant policies, procedures, and reporting requirements, subject to advice from a professional indemnity insurer
- i. reviewing adverse events and implementing changes that are indicated from such a review to reduce the risk of recurrence
- j. reporting adverse events to the relevant authority as required
- k. ensuring patients have access to information about the processes for making a complaint
- l. recognising and reporting on near misses and their consequences, in addition to adverse events, and relevant contributing factors.

## 4.9 Complaints and investigations

Patients have a right to complain about their care, and sonographers have responsibilities and rights relating to any legitimate investigation of their practice, or that of a colleague. Sonographers must engage with

complaints and investigation processes, including:

- a. acknowledging, investigating, and respectfully treating the patient's complaint
- b. acknowledging the person's right to complain and working to resolve the issue where possible
- c. providing a prompt, open and constructive response, including an explanation and, if appropriate, an apology
- d. ensuring the complaint does not adversely affect the person's care
- e. complying with relevant complaints legislation, workplace policies and procedures
- f. being aware of the requirements of their professional indemnity insurer if asked to make any statements regarding patient care, complaints, and claims
- g. cooperating with any legitimate inquiry into the treatment of a patient and with any complaints procedure that relates to their own work
- h. complying with any interim prohibition orders which may be issued during the investigation
- i. disclosing to anyone entitled to ask for it, information relevant to an investigation into the conduct or performance of themselves or a colleague
- j. assisting the coroner when an inquest or inquiry is held into the death of a patient by responding to their inquiries and by offering all relevant information.

#### 4.10 Ending a professional relationship

In some circumstances, the relationship between a sonographer and a patient may become ineffective or compromised and may need to end. Ending a professional relationship involves:

- a. ensuring the patient is adequately informed of the decision
- b. assisting in arranging continuing patient care, including passing on relevant clinical information.

#### 4.11 Personal relationships

Providing health services to someone in a close relationship with the sonographer, for example: close friends, work colleagues and family members, can be inappropriate because of the lack of objectivity, possible discontinuity of care, and risks to the sonographer or patient. Providing health services to someone with whom a sonographer has a close relationship involves:

- a. ensuring that adequate records are kept
- b. maintaining confidentiality
- c. performing all elements of the examination/procedure
- d. obtaining informed consent
- e. maintaining, at all times, an option to discontinue care.

## 5. Working with other sonographers and other healthcare professionals

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### 5.1 Respect for colleagues and other sonographers

Positive relationships with colleagues and other sonographers enhance the quality of the sonographer-patient relationship and, therefore, patient care. Working with other sonographers and other healthcare professionals involves:

- a. being courteous, respectful, and compassionate in dealings with other healthcare professionals
- b. communicating clearly, effectively, respectfully, and promptly with colleagues and other practitioners caring for the patient
- c. acknowledging and respecting the skills and contributions of all healthcare professionals involved in the care of the patient
- d. respecting the privacy and confidentiality of colleagues.

### 5.2 Working within a team

Many sonographers work closely with a wide range of healthcare professionals. Effective collaboration is a fundamental aspect of professionalism. Working in a team involves:

- a. understanding, acknowledging, and respecting the roles and responsibilities of healthcare team members and other service providers, and working effectively and collaboratively with them
- b. advocating for a clear delineation of roles and responsibilities, including that of team leader or coordinators
- c. engaging in effective, respectful, timely, and accurate communication and cooperation with colleagues, other health professionals and agencies, to achieve optimal outcomes for the patient
- d. exercising independence and professional judgement and working within their scope of practice when providing support and advice to other health professionals
- e. making recommendations to other members of the healthcare team about the suitability and application of the proposed sonography examination/treatment where appropriate
- f. consulting and taking advice from colleagues where appropriate
- g. informing patients about the roles of team members
- h. acting as a positive role model for team members
- i. bringing unsafe or unethical behaviour by another health professional to the attention of the appropriate authority whenever legally required.

## 5.3 Bullying and harassment

There is no place for discrimination, racism, bullying, and harassment, including sexual harassment, in healthcare in Australia and New Zealand. Respect is a cornerstone of professional relationships and of patient safety. It is a feature of constructive relationships between practitioners, their peers, colleagues on healthcare teams, and with patients. Discrimination, bullying and harassment adversely affect individual health practitioners, increase risk to patients, and compromise effective teamwork by healthcare teams. Bullying and harassment requirements of sonographers involve:

- a. recognising that bullying and harassment can take many forms, including behaviours such as physical and verbal abuse, racism, discrimination, violence, aggression, humiliation, pressure in decision-making, exclusion, and intimidation directed towards colleagues and other people
- b. understanding that social media is sometimes used as a mechanism to bully or harass. Sonographers should not engage in, ignore, or excuse such behaviour
- c. acting to eliminate bullying and harassment, in all its forms, in the workplace
- d. taking appropriate action if in a leadership/management role
- e. escalating concerns if an appropriate response does not occur
- f. supporting colleagues who report bullying and harassment.

Sonographers must never engage in, ignore or excuse bullying and harassment, and if the sonographer believes unlawful discrimination may have occurred, policies and practices should be revised, and where appropriate, legal advice sought.

## 6. Working within the healthcare system

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### 6.1 Effective use of healthcare resources

Sonographers have a responsibility to contribute to the effectiveness and efficiency of the healthcare system.

Appropriate use of healthcare resources involves:

- a. optimising patient safety, comfort, and diagnostic quality with the efficient use of resources while achieving the objective of the examination/procedure
- b. ensuring that the services provided are appropriate for the assessed needs of the patient and are not excessive or unnecessary and are reasonably required
- c. supporting the transparent and equitable allocation of healthcare resources
- d. understanding that the use of resources can affect the access other patients may have to such healthcare resources.

## 6.2 Health advocacy

There are significant disparities in the health status of different groups in the Australian and New Zealand communities. These disparities can result from social, cultural, geographic, health-related, and other factors.

Health advocacy involves:

- a. using expertise and influence to protect and advance the health and wellbeing of individual patients, communities, and populations
- b. promoting the health of the community through disease prevention and control, education, and where relevant, public health screening initiatives
- c. understanding the national health system, including service provision and resource management arrangements, the structure and role of public and private providers, and reporting requirements.

## 7. Minimising risk

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### 7.1 Risk management

Minimising risk to patients is an important component of practice and involves:

- a. understanding and applying the key principles of risk minimisation and management in practice
- b. participating actively in the process of risk identification, assessment, and control
- c. being aware of, and applying, the current safety standards and regulations, and undertaking a risk/benefit assessment for each examination/procedure prior to commencing the service
- d. explaining to a patient any potential risks with the examination/procedure they are planning to provide, and obtaining the consent of the patient, guardian, or other relevant person
- e. being aware of the principles of open disclosure and a non-punitive approach to incident management
- f. understanding and participating in relevant systems of quality assurance and improvement to practice
- g. participating in systems for surveillance and monitoring of adverse events and 'near misses', including reporting such events
- h. ensuring that systems are in place for raising concerns about risks to patients and co-workers if a sonographer has management responsibilities
- i. working to reduce errors and improve the safety of patients, and support colleagues who raise concerns about the safety of patients
- j. taking all reasonable steps to address the issue if there is reason to think that the safety of anybody may be compromised
- k. being familiar with the general risk profiles of pharmaceuticals, environmental agents and imaging products that are used in sonography, within scope of practice
- l. participating in education and training offered by employers on various subjects, including but not limited to musculoskeletal injury reduction, health and safety, and infection control.

## 7.2 Sonographer performance

The welfare of patients may be put at risk if a sonographer is performing poorly. Managing sonographer performance involves:

- a. recognising and taking steps to minimise risks to the patient, including complying with relevant occupational health and safety legislation in the relevant jurisdiction
- b. stopping an examination/procedure if the sonographer knows or suspects that they have a physical or mental impairment, disability, condition, or disorder (including an addiction to alcohol or a drug, whether prescribed or not), that could adversely affect judgement or performance
- c. seeking advice from a suitably qualified health practitioner to determine whether, and how, practice should be modified if they have a mental health or physical impairment that could place patients at risk
- d. taking immediate steps to protect patients from being placed at risk of harm if they form the reasonable belief that another sonographer or healthcare worker has placed, or is placing, patients at risk of harm. This involves referring the matter to the relevant state or territory health complaints body
- e. taking appropriate steps to assist a colleague to receive help if there are concerns about the colleague's performance or fitness for practice
- f. seeking advice from an experienced colleague, employer/s, health advisory service, professional indemnity insurer, or the ASA, if they are not sure what to do.

## 8. Maintaining professional performance

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### 8.1 Maintaining and developing knowledge, skills and professional behaviour

The maintenance and development of knowledge, skills and professional behaviour are core aspects for sonographers and should continue throughout their professional career as science and technology develop and society changes. Maintaining and developing knowledge, skills and professional behaviour involve:

- a. ensuring continual development of professional capabilities through an active process of self-reflection, participation in ongoing relevant professional development, and practice performance appraisal processes
- b. identifying limitation in their own professional practice and actively seeking training and support to meet their perceived needs
- c. seeking solutions for any challenges or questions they encounter in professional practice, not only clinical or technical challenges
- d. engaging in evidence-informed practice, participating in audit procedures, and identifying and critically reviewing new approaches to practice and delivery of healthcare
- e. responding constructively to the outcome of audits, appraisals, and performance reviews, and undertaking further training/professional development, and reflecting on its effect where a need has been identified



- f. maintaining up-to-date knowledge of the clinical evidence base that underpins the full scope of services they provide and/or supervise, and ensuring that these services are in line with the best clinical evidence
- g. recognising opportunities to contribute to the development of new knowledge through research and inquiry
- h. contributing to the development of professional competency in peers and students by actively seeking input from others, including colleagues and other members of the health team.

## 8.2 Continuing professional development (CPD)

Development of knowledge, skills and professional behaviour must continue throughout a sonographer's working life. This involves:

- a. engaging actively in ongoing formal and informal learning of knowledge and skills to ensure clinical and professional skills are current and within their scope of practice
- b. monitoring practice critically through a range of reflective processes, which include responsibility for identifying, planning, and implementing their ongoing professional learning needs using a range of formal and informal CPD activities
- c. maintaining suitable records as evidence of appropriate professional development.

## 9. Professional behaviour

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### 9.1 Professional boundaries

Professional boundaries allow sonographers to form a safe and effective professional relationship with the patient and family/carers. Respecting professional boundaries involves:

- a. delineating between professional conduct aimed at meeting the health needs of the patient and a sonographer's own personal views, feelings, and relationships that are not relevant to their professional relationship to the patient
- b. maintaining appropriate professional boundaries with patients, their families/whānau, other people nominated by the patient to be involved in their healthcare, colleagues, and the public, including avoiding inappropriate conduct, either verbal or nonverbal
- c. ensuring good practice when providing care to those in a close relationship, including record keeping, appropriate consent, confidentiality, and objective clinical judgement
- d. recognising that a personal relationship with a patient is often inappropriate, depending on the extent of the professional relationship and the vulnerability of the patient
- e. ensuring that a reasonable period has elapsed since the conclusion of the clinical relationship before engaging in a sexual or other close personal, physical or emotional relationship with a former patient
- f. avoiding the expression of personal beliefs to patients in ways that exploit their vulnerability or that may cause them distress

- g. maintaining a high standard of professional and personal behaviour when interacting directly with patients, or with the use of social media and electronic communication
- h. ensuring behaviour is empathetic, respectful of sociocultural differences, and is non-discriminatory.

Sonographers must never use a professional position to establish or pursue a sexual, exploitative, emotional, physical, personal, or otherwise inappropriate relationship with anybody under their care; this includes those close to the patient, such as their carer, guardian, spouse, or the parent of a young person.

## 9.2 Reporting obligations

Practitioners have obligations to report various proceedings to their employer if they have had any limitations placed on their practice. This includes complying with statutory reporting obligations consistent with relevant legislation and regulatory requirements applicable to their practice, and reporting any restrictions placed on their practice to their employer/s.

## 9.3 Health records

Sonographers must comply with all workplace policies and protocols in relation to records. This involves:

- a. establishing accurate, up-to-date, legible records that report relevant details of the examination/procedure
- b. ensuring that records are held securely and are not subject to unauthorised access, regardless of whether they are held electronically and/or in hard copy
- c. ensuring familiarity and compliance with organisational policies, protocols and guidelines, and legislative requirements that govern patient confidentiality, privacy and freedom to information for health records applicable to their workplace
- d. ensuring that records show respect for patients and do not include demeaning or derogatory remarks
- e. ensuring that records, including recorded ultrasound images and videos, are sufficient to support a diagnosis and facilitate continuity of care
- f. identifying and responding appropriately when records are incorrectly associated with the identity of a patient and/or examination/treatment
- g. making records at the time of events or as soon as possible afterwards
- h. recognising the right of patients to access information contained in their health records and facilitating that access
- i. accessing patient information only when involved in that patient's care or when there is specific permission to do so from the patient or their legal guardian
- j. facilitating the prompt transfer of health information when requested by patients or their legal representative
- k. applying knowledge of legislative responsibilities relating to ownership, storage, retention and destruction of patient records and other practice documentation.

## 9.4 Insurance

It is a legal and professional obligation that sonographers have appropriate professional indemnity insurance cover.

## 9.5 Advertising

Advertisements for services can be useful in providing information for patients. Good practice regarding advertising involves:

- a. ensuring all advertisements conform to the relevant consumer protection legislation, such as the Australian Consumer Law
- b. complying with workplace policies and protocols and state and territory legislation, including statutory codes of conduct
- c. making sure that any information published about services is factual, verifiable, dignified, and professionally restrained
- d. avoiding false, fraudulent, misleading, deceptive, self-laudatory, unfair, or sensational advertisements.

## 9.6 Legal, insurance and other examinations/procedures

When a sonographer is contracted by a third party to provide a legal, insurance related, or other examination/procedure to a person who is not their patient, the usual clinical sonographer-patient relationship does not exist. Executing legal or insurance related examinations/procedures involves:

- a. acting as an expert witness, who by virtue of education, training or experience provides specialised opinion about evidence or facts of an issue within the scope of their expertise
- b. ensuring that the assessment to be performed falls within the scope of practice of the sonographer
- c. applying the standards or professional behaviour described in this code to the assessment; in particular, being courteous, alert to the concerns of the person, and ensuring the person's consent
- d. explaining to the person the sonographer's area of practice, role, and the purpose, nature, and extent of the proposed examination/procedure
- e. anticipating and seeking to correct any misunderstandings that the person may have about the nature and purpose of the assessment and report
- f. providing an impartial report.

## 9.7 Reports and giving evidence

Sonographers may be required to write reports or give evidence. Writing reports or giving evidence involves:

- a. being honest and truthful when writing reports and only signing documents believed to be accurate
- b. taking reasonable steps to verify the content before signing a report and not omit relevant information deliberately

- c. preparing or signing documents and reports within a reasonable and justifiable time frame, if so agreed
- d. ensuring that the reports or evidence given falls within the scope of practice of the sonographer
- e. making clear the limits of a sonographer's knowledge and not giving opinion beyond those limits when providing evidence.

## 9.8 Conflicts of interest

Patients rely on the independence and trustworthiness of sonographers for any advice or service offered.

A conflict of interest in practice arises when a sonographer, entrusted with acting in the best interests of a patient, also has financial, professional, or personal interests or relationships with third parties that may affect their capacity to provide their care to the patient. Managing conflicts of interest involves:

- a. recognising potential conflicts of interest that could occur during a professional relationship with a patient and avoiding such situations, including exploitation of others and misrepresentation of information
- b. avoiding conflicts of interest by not offering, requesting, or accepting incentives, gifts or hospitality that may be perceived as, and/or result in, a personal benefit
- c. ensuring duty of care is not compromised by other interests, and managing all conflicts of interest when providing or arranging services or care
- d. declaring and managing any actual, potential, or perceived conflict of interest in a clear and timely manner
- e. informing patients when there is a conflict that could affect, or could be perceived to affect, patient care.

Sonographers must not:

- a. ask for or accept any inducement, gift, or hospitality of more than trivial value from companies that sell or market equipment, drugs, or other products that may affect, or be seen to affect, the way the sonographer provides care for patients
- b. ask for or accept fees for meeting sales representatives
- c. offer inducements to colleagues, nor enter into arrangements that could be perceived to provide inducements.

## 9.9 Financial and commercial dealings

Patients expect that sonographers place the interests and healthcare needs of their patients first, and ahead of their own financial interests. Sonographers must:

- a. be honest and transparent in financial arrangements with patients
- b. be transparent in financial and commercial matters relating to work, including dealings with employers, insurers and other organisations or individuals, declaring any relevant and material financial or commercial interest that a sonographer or their family/whānau might have in any aspect of the care of the patient, including product or service a practitioner might endorse or sell from their practice.

Sonographers must not:

- a. exploit the vulnerability or lack of knowledge of patients when providing or recommending services
- b. encourage patients to give, lend or bequeath, money or gifts that will benefit a sonographer directly or indirectly
- c. accept gifts from patients other than tokens of minimal value
- d. offer financial inducements or gifts in return for patient referrals from other health practitioners
- e. accept financial inducements or gifts for referring patients to other health practitioners, or to the suppliers of medications or therapeutic goods or devices
- f. become involved financially with patients
- g. influence patients or their families/whānau to make donations to other people or organisations
- h. allow any financial or commercial interest in a hospital, other healthcare organisation, or company providing healthcare services or products, to adversely affect the way in which patients are treated. When sonographers or their immediate family have such an interest, and that interest could be perceived to influence the care provided, they must inform their patients.

## 9.10 Social media

Social media platforms, both personal and professional, are increasingly being used as a communication medium. Engaging with social media should involve:

- a. ensuring all legal and professional obligations to maintain patient privacy and confidentiality are adhered to
- b. ensuring any actual or suspected breaches in privacy and confidentiality are immediately reported to an appropriate authority, employer, regulator, or professional organisation
- c. reflecting on the intent and consequences of their online behaviour before participating in the use of social media
- d. ensuring that personal and professional communications are separate by using different accounts for personal and professional activities
- e. ensuring appropriate professional boundaries are maintained during any social media interactions with patients, their families, colleagues, and the public, including avoiding inappropriate conduct.

## 10. Ensuring sonographer health

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### 10.1 Sonographer health

It is the responsibility of a sonographer to maintain personal health and wellbeing. This includes seeking an appropriate work-life balance. Managing health and wellbeing involves:

- a. being proactive in ensuring that they are safe and healthy at work, reducing the risk of injury to

themselves and their patients

- b. seeking expert, independent, objective advice for their healthcare needs and being aware of the risks of self-diagnosis and self-treatment
- c. understanding the principles of immunisation against communicable diseases and be immunised against relevant communicable diseases
- d. recognising the impact of fatigue on sonographer health and ability to care for patients by endeavouring to work safe hours wherever possible
- e. being aware of any applicable health program in the relevant jurisdiction if advice or help is needed
- f. knowing or suspecting that they have a health condition or impairment that could adversely affect judgement, performance, or the health of patients, and not relying on self-assessment of the risk posed to patients.

## 10.2 Other sonographers' health

Sonographers have a responsibility to support their colleagues to maintain good health. Supporting the health of other sonographers involves:

- a. being proactive in ensuring that colleagues are safe and healthy at work, reducing the risk of injury to themselves and their patients
- b. providing other sonographers who are patients with the same quality of care given to all patients
- c. notifying their employer and/or relevant regulatory authority if they believe another sonographer's health is putting patients at risk of substantial harm, compromising public safety, or bringing the profession into disrepute
- d. notifying the workplace and encouraging a colleague (who is not a patient) to seek appropriate help if it is believed that colleague may be ill and/or impaired
- e. recognising the impact of fatigue on the health of colleagues, including those under supervision, and facilitating safe working hours wherever possible.

## 11. Teaching and supervising

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### 11.1 Teaching and supervising early career and trainee sonographers

Teaching, supervising, and mentoring early career and trainee sonographers is important for their development, and for the care of patients. This involves:

- a. contributing to teaching, supervising, and mentoring to provide support, assessment, and feedback for colleagues, early career sonographers, and trainees
- b. seeking to develop the skills, attitudes, and practices of an effective teacher. This includes using effective strategies to supervise trainees in the work environment and deliver feedback (verbal and written) to the

trainee on their performance

- c. ensuring that early career and trainee sonographers are properly supervised, recognising that the onus of supervision cannot be transferred, and that trainee peer supervision is not appropriate in clinical practice
- d. treating trainees with respect and patience, not discriminating against, bullying, or sexually harassing early career or trainee sonographers
- e. making the scope of the trainee's role in patient care clear to the trainee, to patients, and to other members of the team
- f. making sure that any sonographer or student under supervision receives adequate oversight and feedback, including undertaking an assessment of each student supervised, reflecting on that student's ability, competence and learning requirements, and planning their supervision based on that assessment rather than any external direction
- g. ensuring, when supervising the trainee, all aspects of the procedure are monitored until confident that the trainee can perform the examination/procedure in a competent and empathetic manner
- h. avoiding any potential conflict of interest in the supervisory relationship, for example: by supervising someone who is a close relative or friend, or where there is another potential conflict of interest that could impede objectivity and/or interfere with the supervised person's achievement of learning outcomes or relevant experience
- i. ensuring, as supervising sonographer, that patient consent for trainee involvement is obtained. If capacity for consent is in question, capacity must be ascertained and recorded by a qualified sonographer before proceeding. If patients are reluctant to be examined by a trainee, then this must be respected.

## 11.2 Assessing colleagues

Assessing colleagues is an important part of making sure that the highest standards of practice are achieved.

This involves:

- a. contributing to the support, assessment, feedback, education, and supervision of colleagues by participating honestly in peer assessment and mentorship, and providing work-based development opportunities for colleagues to enhance/improve skills and knowledge
- b. being honest, objective, and constructive when assessing the performance of colleagues, including trainees. Patients will be put at risk of harm if an assessment describes someone as competent who is not
- c. ensuring when giving references or writing reports about colleagues that the information is accurate and justifiable, supplied promptly and includes all relevant information
- d. supporting colleagues who have difficulties with performance, conduct or health.

## 12. Undertaking research

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### 12.1 Involvement in human research

Research involving humans is vital for improving the quality of healthcare, reducing uncertainty for patients now and in the future, and in improving the health of the population. Research in Australia is governed by guidelines/standards issued in accordance with the *National Health and Medical Research Council Act 1992* (Cth), and in New Zealand by guidelines/standards issued in accordance with the *Health Research Council Act 1990*.

Human research involves:

- a. respecting the right of participants to withdraw from a study without prejudice to their treatment
- b. ensuring that a decision by a patient not to participate does not compromise the sonographer-patient relationship or the care of the patient
- c. ensuring that patient participation is voluntary and based on informed consent and an adequate understanding of sufficient information about the purpose, methods, demands, risks, and potential benefits of the research.

### 12.2 Research ethics

Being involved in the design, organisation, conduct, and reporting of health research involving people carries responsibilities for sonographers. These responsibilities include:

- a. acting with honesty and integrity
- b. ensuring that any protocol for human research has been approved by a human research ethics committee in accordance with the 'National Statement on Ethical Conduct in Human Research' issued by the National Health and Medical Research Commission (NHMRC) (which addresses privacy issues, and refers to the need to consider relevant state, territory, and federal privacy legislation) or the *Health Research Council Act 1990* (as applicable)
- c. ensuring that any patient information accessed for research purposes has appropriate ethics approval
- d. disclosing the sources and amounts of funding for research to the human research ethics committee
- e. disclosing any potential or actual conflicts of interest to the human research ethics committee and the patient
- f. ensuring that all staff involved in the project understand the need for, and obtain, relevant consent before undertaking any investigation, examination, provision of treatment, or involvement of patients and carers in teaching or research
- g. ensuring that any dependent relationship between sonographers and their patients is considered in the recruitment of patients as research participants; seeking advice when research involves young people



or adults who are not able to give informed consent to ensure that there are appropriate safeguards, including ensuring that a person empowered to make decisions on behalf of patients has given informed consent, or that there is other lawful authority to proceed

- h. adhering to the approved research protocol
- i. monitoring the progress of the research and promptly reporting adverse events or unexpected outcomes
- j. respecting the entitlement of research participants to withdraw from any research at any time and without giving reasons
- k. adhering to the guidelines regarding publication of findings, authorship, and peer review
- l. ensuring all research and development is managed within a governance framework
- m. reporting possible fraud or misconduct in research.



# Direct debit agreement Bendigo Bank

This is your Direct Debit Service Agreement with **Bendigo Funds Transfer Services 045927**. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

### **Definitions**

**account** means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.

**agreement** means this Direct Debit Request Service Agreement between *you* and *us*.

**banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**debit day** means the day that payment by *you* to *us* is due.

**debit payment** means a particular transaction where a debit is made.

**direct debit request** means the Direct Debit Request between *us* and *you*.

**us** or **we** means **Bendigo Funds Transfer Services** (the Debit User) *you* have authorised by requesting a *Direct Debit Request*.

**you** means the customer who has signed or authorised by other means the *Direct Debit Request*.

**your financial institution** means the financial institution nominated by *you* on the DDR at which the *account* is maintained.

### **1. Debiting your account**

1.1 By signing a *Direct Debit Request* or by providing *us* with a valid instruction, *you* have authorised *us* to arrange for funds to be debited from *your account*. *You* should refer to the *Direct Debit Request* and this *agreement* for the terms of the arrangement between *us* and *you*.

1.2 We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*.

**or**

We will only arrange for funds to be debited from *your account* if we have sent to the address nominated by *you* in the *Direct Debit Request*, a billing advice which specifies the amount payable by *you* to *us* and when it is due.

1.3 If the *debit day* falls on a day that is not a *banking day*, we may direct *your financial institution* to debit *your account* on the following *banking day*. If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*.

### **2. Amendments by us**

2.1 We may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving *you* at least fourteen (14) days written notice.

### **3. Amendments by you**

*You* may change, stop or defer a debit payment, or terminate this agreement by providing *us* with at least **45 days** notification by writing to: **Level 4, 120 Harbour Esplanade, Docklands, Vic 3008**

**or**

by telephoning *us* on **03 8414 7727** during business hours;

### **4. Your obligations**

4.1 It is *your* responsibility to ensure that there are sufficient clear funds available in *your account* to allow a *debit payment* to be made in accordance with the *Direct Debit Request*.

4.2 If there are insufficient clear funds in *your account* to meet a *debit payment*:

(a) *you* may be charged a fee and/or interest by *your financial institution*;

(b) *you* may also incur fees or charges imposed or incurred by *us*; and

(c) *you* must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that we can process the *debit payment*.

4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct

### **5. Dispute**

5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on **03 8414 7727** and confirm that notice in writing with *us* as soon as possible so that we can resolve your query more quickly. Alternatively *you* can take it up directly with your financial institution.

5.2 If we conclude as a result of our investigations that *your account* has been incorrectly debited we will respond to *your* query by arranging for *your financial institution* to adjust *your account* (including interest and charges) accordingly. We will also notify *you* in writing of the amount by which *your account* has been adjusted.

5.3 If we conclude as a result of our investigations that *your account* has not been incorrectly debited we will respond to *your* query by providing *you* with reasons and any evidence for this finding in writing.

### **6. Accounts**

*You* should check:

(a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.

(b) *your account* details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and

(c) with *your financial institution* before completing the *Direct Debit Request* if *you* have any queries about how to complete the *Direct Debit Request*.

### **7. Confidentiality**

7.1 We will keep any information (including *your account* details) in *your Direct Debit Request* confidential. We will make reasonable efforts to keep any such information that we have about *you* secure and to ensure that any of *our* employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.

7.2 We will only disclose information that we have about *you*:

(a) to the extent specifically required by law; or

(b) for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

### **8. Notice**

8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to **Level 4, 120 Harbour Esplanade, Docklands, Vic 3008**

8.2 We will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *Direct Debit Request*.

8.3 Any notice will be deemed to have been received on the third *banking day* after posting.

# Debit User Indemnity

By this Indemnity, given by: (Debit User) to Bendigo and Adelaide Bank Limited and its subsidiaries (The Sponsor), the Debit User hereby indemnifies and agrees to keep indemnified The Sponsor upon the demands and conditions placed upon it by the Debit User for operating under the Bulk Electronic Clearing System (BECS) using Direct Debit Request forms and procedures.

The Debit User shall comply with all obligations set out by The Sponsor for the use of the Direct Debit Request forms with BECS.

The Debit User:

1. Will use the Direct Debit Request forms and procedures solely for the purpose to enter into the contract for the supply of goods and services between the Debit User and the customer.
2. Shall be held liable if it creates payments in an illegal manner or for any illegal purposes as would be deemed by statute or court of law.
3. Will first seek written approval from the Sponsor should the Debit User want to change the method of the Direct Debit Request. If this does not occur then any change or liability that The Sponsor may have will cease to remain.
4. When requested by The Sponsor, must supply a copy of the Direct Debit Request form to draw funds from the Debit User's customer.
5. Agrees to supply The Sponsor at all times with adequate data and funds to enable a claims process to occur for the Debit User's customers in compliance with BECS Procedures.
6. Must not deny or fail to provide sufficient information for The Sponsor to respond to a Customer Claim, raised by the Debit User's customer, within three (3) business days of the claim occurring. The Sponsor will have the right to automatically debit the Debit User's bank account for the disputed amount plus ancillary costs incurred for the disputed claim.
7. Shall be bound by Clauses 4, 5 and 6 should the Debit User cease to be a customer of The Sponsor and a claim is still made by the Debit User's customer.
8. Shall authorise The Sponsor with the right to debit or credit the above mentioned Debit User's bank account in accordance with the correct use of Direct Debits under BECS Procedures.
9. Must establish a Service Agreement with the customer for the purpose of Direct Debit Requests. The Service Agreement must contain the following items and failure to do so will waive any liability The Sponsor holds in their relationship with the Debit User. These items are as follows:
  - (a) The basis on which the Debit User will initiate Debit Items and, if appropriate, issue billing advices to the Customer;
  - (b) The period of notice to be given to the Customer if the Debit User proposes to vary details of the arrangement agreed between them (including, without limitation, the amount or frequency of debit drawings), and the procedure available to the Customer to question the proposed change before it is implemented;
  - (c) The procedure available to the Customer to request deferment or alteration to the drawing Schedule agreed between them (including, without limitation, to the variations in amount, drawing date availability of deferrals or part or concessional payments);
  - (d) The procedure available to the Customer to dispute any Debit Item and a description of the dispute resolution process which must apply between the Customer and the Debit User that the Customer may contact their Financial Institution to dispute any Debit Item.
  - (e) That direct debiting is not available on the full range of accounts and the Customer should check directly with their Financial Institution (Ledger FI);
  - (f) That it is the responsibility of the Customer to have sufficient cleared funds available in the relevant account by the nominated due date to permit payment of Debit Item(s) initiated in accordance with the Customer's Direct Debit Request;
  - (g) The timing of a debit when the due date for payment falls on a day which is not a business day in the place of lodgement (and that Customers' enquiries as to when the debit will be processed should be directed to the Ledger FI);
  - (h) The policy when Debit Items are return unpaid by the Ledger FI, including the application of any related fees;
  - (i) The procedure, and notice, required to cancel a Direct Debit Request or to stop individual Debit Items from time to time;
  - (j) That the Customer is required to direct all queries, requests for cancellation of Direct Debit Request or requests to stop individual Debit Items to the Debit User or may request cancellation through their Bank.
  - (k) The extent of protection available to the Customer against fraud;
  - (l) The confidentiality to be accorded to the Customer's records and account details on the part of the Debit User.
10. The sponsor reserves the right to vary these conditions by giving 14 days prior written notice to the Debit User at any time. Any use of the service after receipt of the notice will be deemed to automatically indicate the Debit User's agreement to the variation.
11. The Sponsor may by giving 14 days prior written notice to the Debit User (or immediately in the event of fraud or breach by the Debit User), terminate the facility for any future use. The Sponsor may do this if in its absolute discretion the Debit User has (or the Sponsor suspects they have, will or may) breach/breached any of these terms, committed a fraud, or has failed / is failing to generate the number of transactions reasonably expected of them. The Sponsor may also terminate the facility where reasonably necessary to protect a legitimate commercial or other interest, which for these purposes includes any organisational changes or restructures.