

General Practice Name:

Employers Legal Name (if different):

Postal Address:

Telephone:

Postcode:

GenPro core member:
(tick if yes)

Number of Enrolled Patients (ESUs):
Or number of urgent care visits in the
previous 12 months (for UC centres):

PHO:

Practice Contact for all MECA correspondence (please list any additional contacts in a covering note):

Name:

Email address:

Contact for invoicing (if different from above):

Name:

Email address:

I hereby authorise GenPro to act as my/our bargaining agent for the Primary Health Care Multi-Employer Collective Agreement

Signed:

Date:

Name:

Position:

Representation Terms and Conditions

Employers shall be bound during the continuance of service by these General Practice Owners Association of Aotearoa New Zealand (GenPro) Terms and Conditions including any amendments made in accordance with the details set out below.

1. Applications for representation

- a. This application is to secure GenPro's representation which is based on an annual subscription and will renew on 1 July each year unless terminated in accordance with Clause 3 or 4 below.
- b. Applications for representation will be subject to approval by GenPro which has the right to refuse applications.
- c. All applications must be signed by the person with authority to act on behalf of the Employer.
- d. All information provided by you to us must be true and accurate at the point of applying.
- e. In the event of a change of circumstances, such as change of contact details or material changes in Enrolled Patient Numbers (ESUs) or Urgent Care Patient Visits during the subscription period by way of purchases, acquisitions, mergers, or similar, you must notify us by phone, email or in writing, including the effective date of such acquisitions/changes, so that our records are up to date. The Association reserves the right at any time to seek validation of any information relating to the Employers subscription - which may include confirming enrolled patient numbers with PHO (or alternative) data.
- f. Under e. above, the additional patient list and/or Practice shall automatically be deemed to be included within the original Employer's representation from the date of acquisition and a revised subscription levy (pro-rata for any part-year effect) shall become payable from that date.
- g. Your information is held securely for the purposes of providing Primary Health Care Multi-Employer Collective Agreement (MECA) representation and MECA communication. At any time you can request access to the information we hold about you, and you can correct the information if wrong.

2. Representation

- a. You are appointing GenPro as your sole representative agent for the Primary Health Care MECA bargaining.
- b. All parties to the MECA are obliged to act in good faith at all times
- c. Once pay bargaining commences, Employers are obliged to remain a party to the bargaining until a settlement has been agreed by all parties
- d. Representation applies to the Employer (usually a General Practice/Urgent Care Centre but may be a separate General Practice/Urgent Care Centre business within one Practice), and not to any individuals regardless of who pays for the service.
- e. The individual(s) named as the Contacts for all MECA correspondence should have authorisation to act on behalf of the Employer (including but not limited to: applying for representation, voting on proposed Agreements or conditions).
- f. It is the Employer's responsibility to ensure that details of Representation and associated Bargaining are disseminated to the relevant parties inside the Employer's organisation as appropriate.

3. Payments, renewal and cancellations

- a. The subscription levy is invoiced annually for the period commencing 1 July and payment must be received within 21 days of receipt of the invoice.
- b. Payment must be made by direct bank transfer (or alternative means as determined by GenPro). If payment remains outstanding after the due date we will notify you by telephone, email or letter. In such circumstances an additional administration fee and/or interest penalty may apply.
- c. It is the Employers responsibility to advise GenPro of their intention not to renew their subscription following the settlement of each PHC MECA Agreement. Such notification must be in writing and received at least one month in advance of the next subscription renewal.
- d. Refunds will not be given for cancelled subscriptions.

4. Terminating representation

- a. We reserve the right to withdraw this service or to decline a subscription renewal if the Employer fails to act in good faith or misuses this service, or their objectives or shareholders' values/behaviour is no longer compatible with that of GenPro.
- b. We reserve the right to withdraw representation or to decline a subscription renewal if the Employer puts, or potentially puts the reputation of GenPro into disrepute.
- c. Employers are not permitted to use our logo and/or name for the purposes of self-promotion on any of their organisational materials, including website without our prior permission in writing.
- d. If an Employer is found to have contravened any of these terms and conditions, we may terminate their representation without prior warning.

5. Variation of Terms and Conditions

- a. These terms and conditions may be revised from time to time. If they are revised, we will post or e-mail the revised version to you. It will be your responsibility to keep up-to date with all such changes and your continued representation shall be deemed acceptance of any changes to these terms and conditions.