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# Terms and conditions

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References in these terms to “NHS England”, “we” and “our” are references to the National Health Service Commissioning Board known as NHS England. These terms apply to users of, and visitors, to our site. Please read these terms and conditions of use carefully before you start to use our sites(s). Access and use of this site by you constitutes your acceptance of these Terms and Conditions and your agreement to abide by them. This takes effect from the date on which you first access or use this website. If you do not agree to these terms, please refrain from using our site.

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## Accessibility and browsers

NHS England aims to make our site(s) and the material provided on them accessible to as many people as possible. We endeavour to ensure that our sites have been tested on all commonly used browsers and on a number of screen

readers, but please note that you may see inconsistencies in the presentation of pages if you are using an older or deprecated version of a browser. Read further information on [the accessibility of NHS England websites](https://www.england.nhs.uk/accessibility/) (<https://www.england.nhs.uk/accessibility/>).

## Passwords

On occasion you may be asked to choose, or be provided with a password or other log in details to access parts of our sites. As a minimum, passwords you set for NHS England systems and tools must have a level of complexity which ensures they cannot be easily guessed by hackers or malicious software. They should:

- Be at least eight characters long.
- Not contain your user name, real name, or organisation name.
- Not contain a complete word.
- Be significantly different from previous passwords.
- Contains a mixture of characters including, upper case, lower case, numbers and symbols found on the keyboard (e.g. {, !, %, \*, etc.)

Passwords must not under any circumstances be shared with anyone.

For increased security consider using a passphrase. See additional [tips for creating strong passwords and passphrases](http://windows.microsoft.com/en-gb/windows7/tips-for-creating-strong-passwords-and-passphrases) (<http://windows.microsoft.com/en-gb/windows7/tips-for-creating-strong-passwords-and-passphrases>).

## Information about you and your visits to our sites

NHS England processes information about you in accordance with our [privacy and cookies policy](http://www.nottingham.ac.uk/utilities/privacy.aspx) (<http://www.nottingham.ac.uk/utilities/privacy.aspx>). By using our sites, you consent to such processing and you warrant that all data provided by you is accurate.

Or further information see our [Privacy & Cookies Policy](https://www.england.nhs.uk/privacy-policy/) (<https://www.england.nhs.uk/privacy-policy/>).

## Freedom of Information

The data rights and responsibilities of NHS England, its staff and of patients is governed by the Freedom of Information Act 2000 and the Data Protection Act 1998. For policy and other information see:

- Read further information on [Freedom of Information](https://www.england.nhs.uk/contact-us/pub-scheme/). (<https://www.england.nhs.uk/contact-us/pub-scheme/>)

## **Linking to the NHS England website**

We do not object to you linking directly to pages on this site. We reserve the right to move or change our website URLs at any time. Rather than deep linking we recommend linking to section homepages, which are less likely to move or change.

However, we don't give permission to suggest that your website is associated, or endorsed by, NHS England.

## **Linking from the NHS England website**

We are not responsible for the content or reliability of the websites we link to and do not necessarily endorse the views expressed within them. We aim to replace broken links to other sites but cannot guarantee that these links will always work as we have no control over the availability of other sites.

Due to the very nature of the internet we cannot guarantee our site or other sites we link to will always be available to you.

## **Social media, bookmarking and digital engagement**

NHS England may from time to time provide third party or owned social media and interactive services on our site or linked to our site, currently this includes and is not limited to:

- Youtube – for sharing video content
- Twitter – for sharing news and participating in conversations with users
- Blogs– to share the opinions of NHS England's staff and other key figures
- Discussion Forums – for participation in conversations with users
- Flickr – for sharing photographs
- RSS feeds – for sharing news
- Social bookmarking – to allow users to share our content more easily on popular social media platforms

NHS England is under no obligation to oversee, monitor or moderate any interactive services we provide from our site, and we expressly exclude our liability for any loss or damage arising from the use of these interactive services by a user in contravention of these terms, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children

about their safety online, as moderation is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

If you use any of NHS England's interactive services, your use is subject to these terms and the [Social media and comment moderation policy](https://www.england.nhs.uk/comment-policy/) (<https://www.england.nhs.uk/comment-policy/>).

If you use any third party embedded content please also check their posting rules and social media policy.

**RSS feeds:** Our RSS feeds can be used as part of your website, however, we do require that proper format and attribution are used. The attribution text should read 'NHS England RSS feeds' as appropriate. We reserve the right to prevent the distribution of NHS England RSS feed content and do not accept any liability for these feeds.

**Social bookmarking:** Use of our social bookmarking links is subject to the general Terms and Conditions of this site, see 'Linking from the NHS England website'.

## Uploading material to our site

Whenever you make use of a feature that allows you to upload material to our sites, for example when you may participate in discussion forums, or connected third-party sites, or to make contact with other users of our sites, you must comply with the standards set out in the [Social media and comment moderation policy](https://www.england.nhs.uk/comment-policy/) (<https://www.england.nhs.uk/comment-policy/>). You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to our site will be considered non-confidential and non-proprietary, and NHE England has the right to use, copy, distribute and disclose to third parties any such material for any purpose. Furthermore NHS England also has the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our sites constitutes a violation of their intellectual property rights, or their right to privacy.

NHS England will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by your or any other user of our sites.

NHS England has the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the standards set out in

the [Social media and comment moderation policy \(https://www.england.nhs.uk/comment-policy/\)](https://www.england.nhs.uk/comment-policy/)..

## **Prohibited uses**

You may use our sites only for lawful purposes. You may not use our sites:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful, fraudulent or harmful to other users, or has any unlawful, fraudulent or harmful purpose or effect;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our [Social media and comment moderation policy \(https://www.england.nhs.uk/comment-policy/\)](https://www.england.nhs.uk/comment-policy/);
- to transmit, or produce the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); and
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, spyware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree not to access without authority, interfere with, damage or disrupt any part of our sites; any equipment or network on which our sites are stored; any software used in the provision of our sites; or any equipment or network or software owned or used by any third party.

## **Virus protection**

We make every effort to check and test material at all stages of production. It is always wise for you to run an anti-virus program on all material downloaded from the internet.

We cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from this website.

You should ensure that you have appropriate protection against viruses and other security arrangement in place when using the internet.

## **Viruses, hacking and other offences**

You must not misuse our sites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You

must not attempt to gain unauthorised access to our sites, the server on which the sites are stored or any server, computer or database connected to our sites. You must not attack our sites via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We may report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our sites will cease immediately.

## **Intellectual property**

The names, images and logos identifying NHS England are proprietary marks. If you wish to copy or use the NHS England logo, you must get prior approval from our communications team by emailing them at: [england.web@england.nhs.uk](mailto:england.web@england.nhs.uk) (<mailto:england.web@england.nhs.uk>)

## **Copyright**

You may use and re-use the information featured on this website (not including logos or photographs) unless identified as another party's copyright free of charge in any format or medium, under the terms of the Open Government Licence. We encourage users to establish hypertext links to this website.

- [Open Government Licence \(OGL\) for public sector information](http://www.nationalarchives.gov.uk/doc/open-government-licence/open-government-licence.htm) (<http://www.nationalarchives.gov.uk/doc/open-government-licence/open-government-licence.htm>)

Any email enquiries regarding the use and re-use of this information resource should be sent to: [psi@nationalarchives.gsi.gov.uk](mailto:psi@nationalarchives.gsi.gov.uk) (<mailto:psi@nationalarchives.gsi.gov.uk>)

## **Logos, images and videos**

If you wish to copy logos, images or videos from our website you must contact us at [england.web@nhs.net](mailto:england.web@nhs.net) (<mailto:commissioningboard@nhs.net>) for further guidance and authorisation.

## **Case studies**

For some of these, content may not be OGL or Crown Copyright. You should contact the contributor of the case study/case history for permission to re-use it.

## Third party copyright

The permission to reproduce protected material does not extend to the material on this site which is identified as being the copyright of a third party or for any photographic images. Authorisation to reproduce such material must be obtained from the copyright holders concerned.

## Disclaimer

The NHS England website and material relating to Government information, products and services (or to third party information, products and services), is provided 'as is', without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

If the needs arises, we reserve the right to amend, delete, suspend or withdraw the sites that we provide without notice. NHS England will not be liable if you any reason our site or other sites are unavailable any time or any period.

We do not warrant that the functions contained in the material contained in this site will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or represent the full functionality, accuracy, reliability of the materials. In no event will we be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use or loss of use of, data or profits arising out of or in connection with the use of the NHS England website. Nothing in these terms and conditions will operate to limit or exclude liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Although we monitor and review discussions, chat, postings, transmissions, bulletin boards and the like on [www.england.nhs.uk](http://www.england.nhs.uk) (<https://www.england.nhs.uk>) and sub domains thereof, we are under no obligation to do so and assume no responsibility or liability arising from the content of any such locations nor for any error, omission, infringement, defamation, obscenity, or inaccuracy contained in any information within such

locations on [www.england.nhs.uk](http://www.england.nhs.uk).

We may revise these terms and conditions without notice. Please check regularly. Continued use of the NHS England website after a change has been made is your acceptance of the change.

## **Governing law**

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and constructed in accordance with the law of England and Wales.

## **Your feedback or concerns**

If you have any feedback or concerns about material which appears on our site, please [contact us \(https://www.england.nhs.uk/contact-us/\)](https://www.england.nhs.uk/contact-us/).

Thank you for visiting our site.