

OXLEAS NHS FOUNDATION TRUST

Graduate Healthcare Worker (GHW) Programme

USER TERMS AND CONDITIONS

1. AGREEMENT

- 1.1 These terms and conditions (“**Terms**”) explain how individual users (“**you**” or “**your**”) may use this website (“**GHW Programme**”) and any of the documentation, support and/or training accessible through it (“**GHW Programme Content**”). These Terms comprise the complete agreement between you and the Trust (“**we**”, “**us**” or “**our**”) in relation to your use of the GHW Programme Portal and Content (“**Agreement**”).
- 1.2 You should read these Terms carefully before using the GHW Programme Portal and/or the GHW Programme Content. By proceeding to request an account (“**User Account**”) or otherwise indicating your consent, you accept and agree to be bound by these Terms in full.
- 1.3 If you do not agree with any of these Terms, you must not proceed to create a User Account on the GHW Portal and must not access or otherwise use the GHW Programme or the Programme Content. If you wish to terminate this Agreement at any time, you can do so by closing your account and no longer accessing or using the GHW Programme Portal.

2. OUR INFORMATION

- 2.1 We are Oxleas NHS Foundation Trust (the “**Trust**”), an NHS trust with headquarters at Pinewood House, Pinewood Place, Dartford, Kent, DA2 7WG.
- 2.2 If you have any questions about the GHW Programme Portal or the GHW Programme Content, please contact us by sending an email to oxl-tr.graduatehw-programme@nhs.net.

3. USING THE GHW PROGRAMME PORTAL

- 3.1 The GHW Programme Portal is for your personal use only as a source of information for newly-qualified clinicians across a range of disciplines, as part of the Oxleas GHW Programme (the “**Programme**”). It is intended to be used to disseminate information, training and support materials to users and you should not use the materials or information provided to provide training, support or guidance to any other person. You acknowledge that the information, views and other content shared by other users are the opinions and views of those users and not of the Trust. The Trust expressly excludes all and any liability (to the extent permitted by law) arising from the content of information published by its users.
- 3.2 We make no promise that the GHW Programme Portal is appropriate or available for use in locations outside of the UK. If you choose to access the GHW Programme Portal from locations outside the UK, you acknowledge you do so on your own initiative and are responsible for compliance with local laws where they apply.
- 3.3 We aim to make the GHW Programme Portal as accessible as possible. If you have any difficulties using it, please let us know by contacting us on the above details.
- 3.4 As a condition of your use of the GHW Programme Portal, you agree that you are responsible for all Content submitted by or on your behalf through the GHW Programme Portal, and for any

activity conducted through your User Account. You will not and will not enable or authorise any third party to:

- (a) engage in or promote illegal or fraudulent conduct through your User Account or by any other means in relation to the Programme;
- (b) provide false or misleading information through your User Account or by any other means on or in relation to the Programme;
- (c) except as expressly authorised in writing by the Trust, use any automated means or form of scraping or data extraction to access, query or otherwise collect information from the AHP Preceptorship Portal;
- (d) provide or share Content that contains malware, spyware or any other malicious code or otherwise interfere with the operation of the GHW Programme Portal;
- (e) promote unsolicited advertising or send spam or simulate communications from us or another service or entity in order to collect identity information, authentication credentials or other information ('phishing');
- (f) to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
- (g) in any manner that harms minors;
- (h) gain unauthorised access to or use of computers, data, systems, accounts or networks; or
- (i) breach or circumvent any security measure of the Trust or any third party.

4. INTERACTIVE SERVICES AND PROFILE SETTINGS

- 4.1 Messaging, activity feeds and other communication services by which users may interact with one another ("**Interactive Services**") will be available through the GHW Programme Portal. Where interactive services are delivered through a third party platform, e.g. LinkedIn, the provisions of Clause 12.3 will apply. In respect of all other interactive services provided through the GHW Programme Portal, the provisions of Clause 4 and Clause 5 will apply.
- 4.2 We are not obliged to monitor or moderate any text, images, video, audio or other multimedia content, information or material published, uploaded or otherwise submitted by you to the GHW Programme Portal or any other user of the Services ("**Content**") created on or posted to our Interactive Services. Where we do monitor or moderate Content, we shall indicate how this is performed and who should be contacted in relation to any Content of concern to you. We may remove or edit any Content from any of our Interactive Services, whether they are moderated or not.
- 4.3 Any Content you create, upload or post must comply with our Content standards set out in clause 5 below.
- 4.4 By creating, uploading or posting Content, you grant to us a royalty-free, irrevocable, non-exclusive, transferable licence to use, reproduce, modify, publish, edit, translate, distribute, perform and display the Content (in whole or in part) on the GHW Programme Portal, and on any other websites operated by us, indefinitely.
- 4.5 Information and Content that you share, upload or post may be seen by other users. Where we have made settings available, we will honour the choices you make about who can see Content or information (e.g. messages to other users, restricting your profile visibility from search engines).

5. CONTENT STANDARDS

- 5.1 Any Content you create or post on our Interactive Services and any other communication to users by you must conform to and comply with general standards of accuracy, decency and lawfulness, which shall be applied in our discretion, acting reasonably.
- 5.2 Materials for any Content to be shared on the GHW Programme Portal must adhere to our terms of use and any other guidance issued by the Trust from time to time. We reserve the right to reject, remove from the GHW Programme Portal or require any Content to be amended if we consider it unsuitable or contrary to such guidance or the terms of this Agreement.
- 5.3 In particular, any Content or communication by you must be:
- (a) your own original work and lawfully submitted;
 - (b) factually accurate or your own genuinely held belief;
 - (c) provided with the necessary consent of any third party;
 - (d) not defamatory or likely to give rise to an allegation of defamation;
 - (e) not offensive, obscene, sexually explicit, discriminatory or deceptive; and
 - (f) unlikely to cause offence, embarrassment or annoyance to others.

6. BREACH

We shall apply these Terms in our absolute discretion. In the event of your breach of these Terms, we may terminate or suspend your use of the GHW Programme Portal, remove or edit Content, disclose Content or any other communication to any user of our GHW Programme Portal by you to law enforcement authorities or take any action we consider necessary to remedy the breach.

7. REGISTRATION AND PASSWORD SECURITY

- 7.1 Access to the GHW Programme Portal as a user requires registration in order to access restricted areas of the Site. Unregistered users may only access the User terms and landing page and cannot access the rest of the GHW Programme Portal.
- 7.2 The Trust reserves the right to refuse, terminate or suspend registration to anyone at any time.
- 7.3 Notwithstanding clause 8.4, you are responsible for making sure that your password and any other account details are kept secure and confidential, and must not share your account login details or any of the GHW Programme Content with anyone else. If we have reason to believe there is likely to be a breach of security or misuse of the GHW Programme Portal through your User Account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your User Account.
- 7.4 Any personal information you provide to us as part of the registration process will be processed in accordance with our Privacy Statement available at GDPR (General Data Protection Regulations) - Oxleas NHS Foundation Trust.

8. INFRINGING CONTENT

8.1 We will, where we deem it necessary:

- (a) delete User Accounts which are being used in an inappropriate manner or in breach of the Agreement; and
- (b) identify and remove any Content that is inappropriate, defamatory, infringes intellectual property rights or is otherwise in breach of the Agreement.

8.2 If you believe that any content which is distributed or published by the GHW Programme Portal is inappropriate, defamatory or infringing on intellectual property rights, you should contact us immediately using the contact details provided at clause 2.2.

9. YOUR PRIVACY AND PERSONAL INFORMATION

9.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Statement available at [GDPR \(General Data Protection Regulations\) - Oxleas NHS Foundation Trust](#). This document explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information. The Trust reserves the right to update the Privacy Statement from time to time.

9.2 If you are an attendee or presenter at one of our events, we will use your email address to provide you with the event details. We record some events and all presenters, guests and panelists will have their image and audio captured in the recording. If you are a presenter, guest or panelist, you consent to us recording and publishing or otherwise using the recording for the purpose of the GHW Programme Portal.

9.3 If you are an attendee at any of our events (which may include webinars and training sessions):

- (a) you will have the option of sharing your image and audio during the session. If you choose to do so, this will be captured in the recording;
- (b) some events will feature a Q&A session. If you choose to interact with the Q&A your comments may be published to others at the event and will also form part of the recording,

and you consent to us recording and publishing or otherwise using the recording for the purpose of the GHW Programme Portal.

9.4 We may publish some recorded events on the GHW Programme Portal or to our social media pages so they are accessible to a wider audience.

10. OWNERSHIP, USE AND INTELLECTUAL PROPERTY RIGHTS

10.1 The Trust and/or its licensors shall retain ownership of all rights, title and interest, including all intellectual property rights, in and to the GHW Programme Portal and the GHW Programme Content including its look and feel and any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the GHW Programme Portal, including any video or audio recording of live events.

10.2 Except as expressly stated in these Terms, you shall not acquire any right, title or interest in or to any element of the GHW Programme Portal or GHW Programme Content referred to in clause 11.1 under this Agreement, nor to any documentation, ideas or other content published or otherwise shared by other users.

- 10.3 Nothing in these Terms grants you any legal rights in the GHW Programme Portal or the GHW Programme Content other than as necessary for you to access it. You must not in any form or by any means:
- (a) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the GHW Programme Portal or the GHW Programme Content, or the information obtained from the GHW Programme Portal or the GHW Programme Content; or
 - (b) commercialise any information, products or services obtained from any part of the GHW Programme Portal or the GHW Programme Content without prior written permission or, in the case of third party material, from the owner of that material.
- 10.4 You may not use our trade marks, logos or trade names except in accordance with these Terms and with our express prior written consent.

11. AVAILABILITY, ACCURACY OF INFORMATION AND THIRD PARTY SITES

- 11.1 Whilst we try to ensure the GHW Programme Portal is available for use, we cannot guarantee that it will be available at all times or that your use of the GHW Programme Portal will be uninterrupted. We reserve the right to carry out emergency maintenance to the GHW Programme Portal from time to time and may suspend, restrict, withdraw or change any part of the GHW Programme Portal without notice.
- 11.2 Any information provided on the GHW Programme Portal or as part of the GHW Programme Content is provided by us in good faith on an “as is” basis. We do not make any representation or warranty that the information provided is reliable, accurate or complete and reliance on such information is at your risk. We do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information provided.
- 11.3 The GHW Programme Portal may contain hyperlinks or references to third party advertising and websites. Any such hyperlinks or references are provided for your convenience only. We have no control over third party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party advertising or website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third-party site and is at your own risk.
- 11.4 Through your User Account you may register for and/or attend events organised by the Trust, through which you may connect with other users who are attendees at such events. Where such events are organised by the Trust, the event may be accessed via a third party platform and may be subject to additional terms and conditions. You agree that (1) the Trust is not responsible for the conduct of any of the users or other attendees at such events, (2) the Trust does not endorse any particular event listed on the GHW Programme Portal unless such event is organised by the Trust, (3) the Trust does not review and/or vet any of these events, and (4) that you will adhere to these Terms as far as they apply to such events.
- 11.5 This clause 11 will survive termination of any access to the GHW Programme Portal.

12. LIMITATION ON OUR LIABILITY

- 12.1 Nothing in these Terms is intended to exclude liability or responsibility that cannot be excluded in law (such as for death or personal injury caused by our negligence or fraud or fraudulent misrepresentation).

- 12.2 Subject to clause 13.1, we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, arising in connection with:
- (a) your use of, or inability to use, the GHW Programme Portal;
 - (b) your use of, or reliance on, any content displayed on or available through the GHW Programme Portal or any linked site or the GHW Programme Content;
 - (c) your use of any adverts or links to other websites contained in the GHW Programme Portal.

- 12.3 You agree that your use of the GHW Programme Portal and the GHW Programme Content is for your own personal purposes and that we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

13. EVENTS BEYOND OUR CONTROL

We are not liable to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control, including where there has been a change in law.

14. VARIATION

- 14.1 No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 14.
- 14.2 We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the GHW Programme Portal and by continuing to use and access the GHW Programme Portal following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

15. TERM AND TERMINATION

- 15.1 Unless otherwise terminated in accordance with the terms of this Agreement, the Initial Period will commence on the date you join the Graduate Programme and will continue for 24 months from this date unless:
- (a) you notify us that you wish to terminate, in writing, by email to oxl-tr.graduatehw-programme@nhs.net at least 30 days before the end of the Initial Period or any Renewal Period, in which case the Agreement will terminate at the end of the Initial Period or Renewal Period (as applicable); or
 - (b) we notify you that the Agreement is to be terminated, in writing at least 90 days before the end of the Initial Period or any Renewal Period, in which case the Agreement will terminate at the end of the Initial Period or Renewal Period (as applicable).
- 15.2 On termination of this Agreement for any reason:
- (a) you lose the right to access or use your User Account, the GHW Programme Portal and the GHW Programme Content; and
 - (b) clauses 9, 10, 11, 12, 16.1, 16.2 and 16.6 shall continue in force.

16. GENERAL

- 16.1 In addition to the above terms, you may be required to comply with third party terms and conditions which apply to the GHW Programme Portal. We will publish details of any such relevant terms and conditions from time to time on the GHW Programme Portal.
- 16.2 No one other than a party to these Terms has any right to enforce any of these Terms.
- 16.3 If we waive any rights available to us under these Terms on one occasion, that does not mean that those rights will automatically be waived on any other occasion.
- 16.4 If any of these Terms are held to be invalid, unenforceable or illegal for any reason, the remaining Terms will continue in full force.
- 16.5 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details provided at clause 2.2.
- 16.6 These Terms and your use of the GHW Programme Portal are subject to the laws of England and Wales and the Courts of England and Wales will have exclusive jurisdiction in relation to the Terms.