

# OXLEAS NHS FOUNDATION TRUST

## NURSING PRECEPTORSHIP 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 ("**Nursing Preceptorship Portal**") and any of the documentation, support and/or training accessible through it ("**Preceptorship Content**"). These Terms comprise the complete agreement between you and the Trust ("**we**", "**us**" or "**our**") in relation to your use of the Nursing Preceptorship Portal and the Preceptorship Content ("**Agreement**").
- 1.2 You should read these Terms carefully before using the Nursing Preceptorship Portal and/or the Preceptorship 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 Nursing Preceptorship Portal and must not access or otherwise use the Nursing Preceptorship Portal or the Preceptorship 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 Nursing Preceptorship 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 Nursing Preceptorship Portal or the Preceptorship Content, please contact us by sending an email to [oxl-tr.nursing.preceptorship@nhs.net](mailto:oxl-tr.nursing.preceptorship@nhs.net).

#### 3. USING THE NURSING PRECEPTORSHIP PORTAL

- 3.1 The Nursing Preceptorship Portal is for your personal use only as a source of information for newly-qualified nurses, as part of the Oxleas Nursing Preceptorship 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 Nursing Preceptorship Portal is appropriate or available for use in locations outside of the UK. If you choose to access the Nursing Preceptorship 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 Nursing Preceptorship 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 Nursing Preceptorship Portal, you agree that you are responsible for all Content submitted by or on your behalf through the Nursing Preceptorship 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 Nursing Preceptorship Portal;
- (d) provide or share Content that contains malware, spyware or any other malicious code or otherwise interfere with the operation of the Nursing Preceptorship 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 Nursing Preceptorship Portal. Where interactive services are delivered through a third party platform, the provisions of Clause 12.3 will apply. In respect of all other interactive services provided through the Nursing Preceptorship 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 Nursing Preceptorship 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 Nursing Preceptorship 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 Nursing Preceptorship 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 Nursing Preceptorship 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. CHARGES, PAYMENT AND ACCESS**

- 6.1 If you are:
- (a) a user who has had their User Account paid for by an organisation, you will not need to pay for your access to the Nursing Preceptorship Portal or the Preceptorship Content. The paying organisation should have received a reference number linked to your User Account. You will be asked to input that reference on acceptance of these Terms, following which you should be able to set up your User Account;
  - (b) an individual who has self-referred to the Programme, if you accept these Terms you should contact us at [oxl-tr.salesledger@nhs.net](mailto:oxl-tr.salesledger@nhs.net) to make payment. We will then issue an invoice for payment of the applicable charge to the email address used to contact us. Following successful payment, we will email you with confirmation and a reference number, with which you will be able to set up your User Account.
- 6.2 If clause 6.1(b) applies to you, acceptance by the Trust of your request takes place when we send you a confirmation email following payment, and a legally binding contract is formed between you and us on these Terms when we issue the invoice. You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Nursing Preceptorship Portal. If we do not accept your request, for example because we have been unable to take payment, the Trust is unable to provide access, you are under 18 or live outside of the UK, or there has been a mistake regarding the pricing, we will email you using the details you provided and provide you with a refund if payment has already been taken. We have the right to reject any request for any reason.
- 6.3 If clause 6.1(b) applies to you and the Trust accepts your request for a User Account, the charge payable will be set out in the invoice issued to you when you request a User Account. If there has been an error on the invoice regarding the charge and this affects your request for a User Account, we will try to contact you using the contact details you provided when you requested the Account. We will give you the option to re-confirm your request at the correct price or to cancel your request and get a full refund. If we are unable to contact you, we will treat the request as

cancelled and notify you by email. You have 14 days from the date of the confirmation email sent to you to change your mind and cancel your order. However, you lose your right to cancel once you access the Nursing Preceptorship Portal and will not be entitled to a refund in such circumstances. To cancel your order, please contact us using the contact details provided at clause 2.2. Following a valid cancellation request we will provide you with a full refund (to the same payment method you used when you paid for your User Account) as soon as possible and no later than 14 days after the day on which you told us that you want to cancel.

- 6.4 If clause 6.1(b) applies to you, your initial payment under clause 6.1(b) relates to the Initial Period. Thereafter, subject to clause 1.61(a), we will issue an invoice to you for each successive Renewal Period 30 days prior to the beginning of each Renewal Period. You must pay each invoice within 30 days of the date of the invoice, and if the invoice for the Initial Period is not paid within 30 days, it is assumed you no longer wish to open a User Account. The Trust reserves the right to pursue overdue payments. If you fail to pay any sum due on the due date, we may disable your access to the Nursing Preceptorship Portal and/or the Preceptorship Content (the “**Services**”) until such time as the relevant sum is paid, and we may charge you interest on the overdue amount at the rate of 4% above the Bank of England’s base rate from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. We reserve the right to increase the charges payable for the Services at the start of each Renewal Period as long as we provide you with 60 days’ written notice before the start of the Renewal Period. The rate of the annual increase will not exceed the current rate of increase in the Retail Price Index between the value of such index at the beginning of the Initial Period and the date of such notice or (as the case may be) the start of the previous Renewal Period.

## **7. 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 Nursing Preceptorship Portal, remove or edit Content, disclose Content or any other communication to any user of our Nursing Preceptorship Portal by you to law enforcement authorities or take any action we consider necessary to remedy the breach.

## **8. REGISTRATION AND PASSWORD SECURITY**

- 8.1 Access to the Nursing Preceptorship 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 Nursing Preceptorship Portal.
- 8.2 The Trust reserves the right to refuse, terminate or suspend registration to anyone at any time.
- 8.3 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 Preceptorship Content with anyone else. If we have reason to believe there is likely to be a breach of security or misuse of the Nursing Preceptorship 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.
- 8.4 If clause 6.1(a) of these Terms applies to you, you are also required to comply with the relevant organisation’s policies relating to security of access details.
- 8.5 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](#).

## **9. INFRINGING CONTENT**

9.1 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.

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

## **10. YOUR PRIVACY AND PERSONAL INFORMATION**

10.1 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.

10.2 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 panellists will have their image and audio captured in the recording. If you are a presenter, guest or panellist, you consent to us recording and publishing or otherwise using the recording for the purpose of the Nursing Preceptorship Portal.

10.3 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 Nursing Preceptorship Portal.

10.4 We may publish some recorded events on the Nursing Preceptorship Portal or to our social media pages so they are accessible to a wider audience.

## **11. OWNERSHIP, USE AND INTELLECTUAL PROPERTY RIGHTS**

11.1 The Trust and/or its licensors shall retain ownership of all rights, title and interest, including all intellectual property rights, in and to the Nursing Preceptorship Portal and the Preceptorship 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 Nursing Preceptorship Portal, including any video or audio recording of live events.

11.2 Except as expressly stated in these Terms, you shall not acquire any right, title or interest in or to any element of the Nursing Preceptorship Portal or Preceptorship 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.

11.3 Nothing in these Terms grants you any legal rights in the Nursing Preceptorship Portal or the Preceptorship 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 Nursing Preceptorship Portal or the Preceptorship Content, or the information obtained from the Nursing Preceptorship Portal or the Preceptorship Content; or
- (b) commercialise any information, products or services obtained from any part of the Nursing Preceptorship Portal or the Preceptorship Content without prior written permission or, in the case of third party material, from the owner of that material.

11.4 You may not use our trade marks, logos or trade names except in accordance with these Terms and with our express prior written consent.

## **12. AVAILABILITY, ACCURACY OF INFORMATION AND THIRD PARTY SITES**

12.1 Whilst we try to ensure the Nursing Preceptorship Portal is available for use, we cannot guarantee that it will be available at all times or that your use of the Nursing Preceptorship Portal will be uninterrupted. We reserve the right to carry out emergency maintenance to the Nursing Preceptorship Portal from time to time and may suspend, restrict, withdraw or change any part of the Nursing Preceptorship Portal without notice.

12.2 Any information provided on the Nursing Preceptorship Portal or as part of the Preceptorship 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.

12.3 The Nursing Preceptorship 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.

12.4 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 Nursing Preceptorship 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.

12.5 This clause 12 will survive termination of any access to the Nursing Preceptorship Portal.

## **13. LIMITATION ON OUR LIABILITY**

13.1 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).

- 13.2 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 Nursing Preceptorship Portal;
  - (b) your use of, or reliance on, any content displayed on or available through the Nursing Preceptorship Portal or any linked site or the Preceptorship Content;
  - (c) your use of any adverts or links to other websites contained in the Nursing Preceptorship Portal.

- 13.3 You agree that your use of the Nursing Preceptorship Portal and the Preceptorship 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.

#### **14. 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.

#### **15. VARIATION**

- 15.1 No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 15.
- 15.2 We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Nursing Preceptorship Portal and by continuing to use and access the Nursing Preceptorship 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.

#### **16. TERM AND TERMINATION**

- 16.1 Unless otherwise terminated in accordance with the terms of this Agreement, the Initial Period will commence on the date we issue the invoice and continue for 12 months from the date payment is successfully received (the “**Initial Period**”), and thereafter will be automatically renewed for successive periods of 12 months (each a “**Renewal Period**”) unless:
- (a) you notify us that you wish to terminate, in writing, by email to [oxl-tr.nursing.preceptorship@nhs.net](mailto:oxl-tr.nursing.preceptorship@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).
- 16.2 On termination of this Agreement for any reason:
- (a) you lose the right to access or use your User Account, the Nursing Preceptorship Portal and the Preceptorship Content; and
  - (b) clauses 10, 11, 12, 13, 17.1, 17.2 and 17.6 shall continue in force.

## **17. GENERAL**

- 17.1 In addition to the above terms, you may be required to comply with third party terms and conditions which apply to the Nursing Preceptorship Portal. We will publish details of any such relevant terms and conditions from time to time on the Nursing Preceptorship Portal.
- 17.2 No one other than a party to these Terms has any right to enforce any of these Terms.
- 17.3 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.
- 17.4 If any of these Terms are held to be invalid, unenforceable or illegal for any reason, the remaining Terms will continue in full force.
- 17.5 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.
- 17.6 These Terms and your use of the Nursing Preceptorship 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.