

Qpoint Website Terms and Conditions

General terms and conditions of use

1 Introduction.

1.1 Please read carefully: Your use of this website is subject to these terms and by using the website you show your agreement to such terms. If you do not accept our terms, please do not use the website.

1.2 This web site is operated by Frimley Health NHS Foundation Trust, of Portsmouth Road, Frimley, Surrey, GU16 7UJ (the “Trust”).

1.3 Any user of the Trust’s web site accepts unreservedly, by using the site, the terms and conditions for its use set out here. These terms include the legal jurisdiction within which any legal issues arising from the operation of the site may be addressed. Any person who does not wish to accept these terms and conditions or who knows, or ought to know, of any reason why these terms and conditions might not be capable of applying to their purposes, is not authorised to use this site. These terms apply to each and every visit that a user may make to this site.

1.4 All content on this site, and all content of any documents provided to visitors or clients (eg: newsletters) is the property of the Trust, unless stated otherwise. The Trust is the data controller for all personal data held in the system but individual participants remain the data subject of the reports contained within the website.

2 Security.

2.1 In order to ensure that this Web site remains available to all users, the Trust may monitor network traffic to identify unauthorised attempts to upload or change information or to otherwise cause damage to the site. Anyone using this site expressly consents to such monitoring.

2.2 Unauthorised attempts to modify, alter, deface, destroy or corrupt any information stored on this site or this system, to defeat or circumvent any security features, to probe, scan or test for vulnerabilities, to breach security or authentication measures, to forge TCP/IP headers, to install or attempt to install unauthorized software, to mount Denial of Service attacks or to utilize this system for other than its intended purposes are expressly prohibited and may result in criminal prosecution.

2.3 Any possible criminal activity will be reported, together with any evidence which may be gathered, to the appropriate authorities.

3 Disclaimer of Liability.

3.1 Every effort is made to provide useful, accurate and complete information. However, we cannot guarantee that there are no errors. The Trust makes no claims, promises or guarantees and expressly disclaims liability of any sort for errors and omissions in the contents of this site.

3.2 No warranty of any sort is made with respect to the content of third party sites that have links from this site and all liability of every sort is expressly disclaimed.

3.3 The Trust disclaims any liability arising out of your use of this service or for any adverse outcome from your use of the information provided by this service for any reason, including but not limited to any misunderstanding or misinterpretation of the information provided through this website.

4 Disclaimer of Endorsement.

4.1 This site, and documents posted on it, may contain hypertext links or pointers to information created and maintained by other public and private Trusts. The Trust does not guarantee the accuracy, relevance, usefulness, timeliness, or completeness of any linked information.

4.2 The inclusion of links or pointers to other sites is not intended to assign importance to those sites and the information contained in them, nor is it intended to endorse, recommend, or favour any views expressed, or commercial products or services offered on those sites, or the Trusts sponsoring the sites, by trade name, trademark, manufacture, or otherwise.

4.3 Reference on this site to any specific commercial products, processes, or services, or the use of any trade, firm or corporation name is for the information and convenience of the site's visitors, and does not constitute endorsement, recommendation, or favouring by the Trust.

5 Copyright.

5.1 The **Qpoint**[®] trademark is registered under the Trade Marks Registry (No. 2506024) in the name of Frimley Park NHS Foundation Trust (now Frimley Health NHS Foundation Trust). Use of the logo by any other individual or organisation is strictly prohibited.

5.3 No user may copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, display, or in any way exploit any of the content, in whole or in part, except with the express written agreement of the Trust. Documents may be printed from the website by registered participants for their own personal use.

6 Severability.

6.1 If any of these terms is at any time held in any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

7 No Waiver.

7.1 No waiver by the Trust, in exercising any right, power or provision hereunder shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

8 Governing Law.

8.1 These terms shall be governed by and construed in accordance with the laws of England and the user explicitly accepts that only the law courts of England have jurisdiction to deal with any matter arising from or in any way, whether directly or indirectly, related the use of this website and, accordingly, the user explicitly waives all and any rights to bring any action of any sort in relation to this web site in any court anywhere else in the world.

Qpoint March 2018