



PRACTICE INDEX

TERMS AND CONDITIONS – Practice Index Ltd

These are our terms and conditions. They apply each time you visit our site and we will assume that you've read them before you use the site. They do change from time to time and you promise to re-read them each time you visit us.

AGREEMENT

These Terms and Conditions comprise the following sections:

- General Terms
- Forum Terms
- Definitions
- Cookie and Privacy Policy

Which together form the basis of the relationship between us and both you and we agree to be bound by what each section says.

GENERAL TERMS

YOUR PROMISES TO US

You agree that:

- You have the right to make this Agreement with us and that, if you are an individual, you are over the age of 18 years.
- You will read the terms and conditions on any site we link you to.
- You won't use robots, spiders, scrapers or similar things on the Site.
- You won't try to get around any things we put on the Site to stop or limit access to parts of it.
- You won't do anything that might cause our systems to crash.
- You won't steal the Site or any part of it for use in any other site or application or for any other purpose.
- You won't try to modify, translate, adapt, edit, decompile, disassemble or reverse engineer any programs or systems we use in connection with the Site or the services it offers.

- You won't copy, imitate or use the trademarks and/or designs and/or layout or anything else which would usually amount to intellectual property and which we own.

INTELLECTUAL PROPERTY

Either we or our business partners and affiliates own all of the information and intellectual property on the Site and you have no right to copy or use any of that information or intellectual property other than to use the Site unless we give that right to you.

ACCOUNTS

When you create an Account with us you promise that:

- You will only have one Account with us
- All information you submit is accurate and truthful
- You will keep this information accurate and up-to-date
- You will not share your Account with anyone else
- You will keep your Account details confidential
- You will not give your username or password to anyone else
- You will log off when you exit the Site
- Your username will not be offensive, suggest that you are someone else or that you represent a trade or brand name. We can change a username if we think it breaks this term.

We may close your Account if you break these Terms and Conditions or if there has been no activity on the Account for 12 months.

If any payment we send to your bank account is refused and you do not supply us with an alternative bank account within 28 days of us asking you, we may keep that payment to cover our costs and you will be entitled to nothing.

Our standard payment terms are 14 days from receiving a valid invoice.

If you do anything which we think might be fraud, we may report those actions to the Police and the money standing to the credit of your account may be returned to any merchants involved or kept by us to cover the costs we are put to in dealing with your fraud.

If you have not authenticated your current email address with us and/or if it cannot accept service emails from us and/or you mark our emails as spam, abusive or junk then, and in any such event, we can terminate your Account.

You take positive action to opt in to receive our marketing emails and understand that you have the right to opt out of our marketing emails at any time by emailing us at info@practiceindex.co.uk

You can cancel your Account with us at any time – all you need to do is to email us at info@practiceindex.co.uk.

SERVICES

Generally

- We will use reasonable skill and care in delivering any services we offer through this Site
- You understand, accept and agree that the Supplier and Job Post services we provide are posts made by others on this Site and we whilst we endeavour to monitor such posts, we have no control over their content. If you find any post objectionable or unacceptable you must contact us at info@practiceindex.co.uk and we will consider your points.
- If you post any advertisement on the Site you will ensure that:
- It complies with all and any codes published from time to time by the Advertising Standards Authority
- The product, service or job vacancy you offer is real and available at the time you post it
- You have the unfettered right to post the advertisement and to use all and any intellectual property associated with it
- That you have full right and licence to use all and any images documents and other intellectual property which you ask us to post on your behalf. You are liable for any copyright claims on images you have provided to us, even though we might be hosting the image/s on our servers.
- If we produce any draft documents on your behalf you will examine them thoroughly and notify us, before you consent to their publication, and will be fully responsible for all errors which you fail to point out to us.
- You agree that you will indemnify us (without limit) to the fullest extent allowed by law for any liability we incur as a result of any nature breach by you by you of the conditions imposed for the use of our services

Training & Members Services

- These services may be subject to additional conditions and you agree to comply with all conditions which affect such services

Documents, Policy Statements and Resources

- The Site contains documents, policies, articles and guidance. These items are meant to assist you but not substitute for full professional advice and you

warrant that you will obtain such professional advice before putting in force any suggestions made on the Site

- You understand, acknowledge and agree that (unless we say otherwise) all documents, policy statements and resources which are provided on the Site are provided as generalised statements only and by sub-contractors who we engage to provide such services. We are not able to verify the items they produce and make no warranty that any information contained within them is correct, complete or up to date. As far as we are allowed by law to do so, we deny all responsibility for such services

PRIVACY & COOKIES

You and we both agree that our Privacy and Cookie Policy forms part of these Terms and Conditions.

DISCLAIMERS

We can't promise that the Site will meet your needs; that it will work properly; that it will be fit for a particular purpose or that it will not infringe the rights of others.

We can't promise that the Site will work with all systems; that it will be secure and that all information provided will be accurate.

We don't give advice on the Site, just general opinions, so don't rely on what we say when you make any decisions.

We don't endorse or recommend any product or service we promote using the Site and you use such products and services, entirely at your own risk.

The opinions expressed in any blogs appearing on the Site are those of their author and do not, necessarily reflect our own opinion. You should take full professional advice before pursuing any suggestions offered through the Site

We take all reasonable effort to test material before placing it on the Site. In the very unlikely event of any loss, disruption or damage, we cannot be held responsible for any loss, disruption or damage to your data or computer system which may occur whilst using material derived from the Site.

If you link to any other site using the Site then you understand that separate conditions will apply to those sites and that we have no control over those conditions – so you agree that you will read and understand them before using those sites.

AVAILABILITY OF THE SITE

We never guarantee that the Site will be available all the time and if it's not available for any reason you can't hold us responsible for anything you lose as a result.

We have the right to change the Site and the services it offers, suspend it or stop it at any time.

LIMITATION OF LIABILITY

As far as we are allowed by law we deny liability for any losses of all kind which you incur from visiting and/or using the Site. You use the Site at your own risk.

Nothing in these Terms and Conditions excludes or restricts our liability for death or personal injury resulting from any negligence or fraud on our part.

If you upload or pass any information to us which is incorrect in any way, we will have no liability to you for any actions, claims, costs or demands which follow that incorrect information and you will provide us with a complete indemnity in respect of all liability of whatever nature which we incur as a result.

LINKS TO OTHER WEBSITES

We don't control any of the websites we link to and so we can't be responsible for the content of such websites and disclaim liability for any losses which come out of you using them.

Just because we link to a site does not mean that we endorse or recommend that site.

We can never guarantee that a link will work.

MODIFICATIONS TO THESE TERMS AND CONDITIONS & THE SITE

You agree to re-read these Terms and Conditions each time you visit the Site so as to understand any changes we've made to them.

If we change the Site these Terms and Conditions will apply to any changes we make.

GENERAL MATTERS

These Terms and Conditions are made under the laws of England and Wales and that is the only jurisdiction which can govern them.

We and you agree that these Terms and Conditions do not form the basis of any partnership or co-venture.

These Terms and Conditions supersede any previous terms and conditions we have published and represent the entire understanding between you and us.

Time will not be of the essence in any part of any agreement between you and us.

You and we acknowledge and agree that the agreement formed resulting from these Terms and Conditions has not been entered into in reliance on anything said or promised by the other which is not in these Terms and Conditions.

If a Court or other body says that any part of these Terms and Conditions is unenforceable, the rest of them will stand.

If either you or we need to give formal notice to the other, it must be done by email to the address each of us gives to the other from time to time.

These Terms and Conditions contain the entire understanding between you and us.

FORUM TERMS

POSTING RULES

You agree to comply with the following rules apply when posting or viewing on the forums on the Site:

- You must not use obscene or vulgar language
- Nothing you submit can be unlawful or otherwise objectionable and you must not use the Site to publish material which may be abusive, threatening, harassing, defamatory, racist, ageist or sexist
- Nothing you submit may be designed to promote violence
- That any views you express are honestly held
- All your posts must be in English
- You must not post links to other sites which may break these rules
- You can't use any forum to advertise
- You must not impersonate anyone else
- You may not post anything which contains any viruses, trojans, crawlers or anything else which might damage, interrogate or otherwise access our software, hardware or communications networks.
- You are the owner of or have the full consent of the owner of any material which is protected by copyright or is the property of any third party.

You agree that you will indemnify us (without limit) to the fullest extent allowed by law for any liability we incur as a result of any nature breach by you by you of the conditions imposed for the use of our Forums

We have the absolute right to moderate all posts on the Site and to remove any post which we do not want.

When you submit a post you are warranting that you are the author of that post and that you own or have the right to use all the intellectual property rights associated with it and you agree that we may use your post for any reason and in any manner we choose without paying you, telling you or acknowledging you as the owner.

When viewing posts you accept that we are not the author and that any views expressed do not necessarily represent our views.

If you see a post which you find objectionable tell us as soon as you can and we will consider whether or not it should be removed.

DEFINITIONS

The following words have the following meanings in these Terms and Conditions:

- **We** are Practice Index Ltd, a company registered in England and Wales under company number 09018867 and whose registered office is at 4th Floor 86-90 Paul Street London EC2A 4NE.
- **Site** is www.practiceindex.co.uk
- **You** are a visitor to the Site.
- **Account** means the account you create with us if you register with the Site.
- **Agreement** means the agreement which comes into effect when you accept our terms and conditions.
- **Content** means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of the Site.
- **Service** means each and any service provided to you by us.
- **Terms and Conditions** means the General Terms, the Forum Terms, the Definitions and the Cookie and Privacy Policy
- **User** means any person, firm or company using the Site for any purpose.

COOKIE AND PRIVACY POLICY

We, Us, Our - Practice Index Ltd, a company registered in England and Wales under company number 09018867 and whose registered office is at 4th Floor 86-90 Paul Street London EC2A 4NE.

You, Your - are a visitor to the Site.

Site - www.practiceindex.co.uk

This Policy applies to our use of any and all Data collected by us in relation to your use of the Site.

Definitions and Interpretation

In this Policy the following terms shall have the following meanings

Data - means all the information you submit to us via the Site. This definition, where appropriate, incorporates the definitions provided in the GDPR (25th May 2018) and DPA18.

Cookie - means a small text file placed on your computer by the Site when you visit certain parts of the Site and/or when you use certain features of the Site..

UK and EU Cookie Law - means the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011.

User - means you or anyone who uses the Site.

Scope of this Policy

This Policy applies only to the actions of you and us when using the Site. It does not extend to any websites that can be accessed from the Site including, but not limited to, any links we might provide.

Data Collected

Without limitation, all or any of the following personal Data may be collected by the Site from time to time:

- name;
- date of birth;
- gender;
- contact information such as email addresses and telephone numbers;
- demographic information such as post code, preferences and interests;

In addition we will collect the following technical data:

- IP address (automatically collected);
- web browser type and version (automatically collected);
- operating system (automatically collected); and
- a list of URLs starting with a referring site, your activity on the Site, and the site you exit to (automatically collected).

Our Use of Data

We will keep any personal Data you submit for 12 months.

Unless we are obliged or allowed by law, and subject to “Third Party Sites and Services” below, we will not disclose your Data to third parties. This does not include the companies which form part of our group.

All personal Data is stored securely in accordance with the principles of the GDPR (25th May 2018) and DPA18.

We use your Data so as to give you the best possible service and experience when using the Site.

Specifically, Data may be used by us for the following reasons:

- internal record keeping;
- improvement of our products/services;
- transmission by email of promotional materials that may be of interest to you;
- contact for market research purposes which may be done using email, telephone, fax or mail; or
- to customise or update the Site.

Third Party Sites and Services

We may, from time to time, use other parties for dealing with matters that may include, but are not limited to, payment processing, delivery of purchased items, search engine facilities, advertising and marketing. The providers of such services have access to some of your Data.

Any Data used by such parties is used only to the extent required by them to perform the services that we've requested. Any use for other purposes is strictly prohibited.

Any Data that is processed by third parties will be processed within the terms of this Policy and in accordance with the GDPR (25th May 2018) and DPA18.

Links to Other Websites

We may, from time to time, provide links to other websites. We have no control over such websites and can't be responsible for their content. This Policy does not extend to those websites and we suggest that you read the privacy policy or statement on those websites before using them.

Changes of Business Ownership and Control

We may, from time to time, expand or reduce our business and that may mean that the people who control our business change. If we do that your Data will, if relevant, be transferred to the people who then control the business. They will have the same rights and obligations as we have under the terms of this Policy.

If we do transfer Data for this reason we will not tell you in advance.

Controlling Use of Your Data

If we ask for Data from you, you will be given options to restrict our use of that Data. This may include the following:

- use of Data for direct marketing purposes; and
- sharing Data with third parties.

Your Right to Withhold Information

You may access certain areas of the Site without providing any Data at all but to use all features and functions available on the Site you may be required to submit certain Data.

You may restrict your internet browser's use of Cookies – we suggest that you look at the “Tools” setting for your internet browser. See below under “Cookies” for more information.

Accessing Your Own Data

In accordance with the GDPR, you have the right to ask for a copy of any data and supplementary information we hold about you. To do so, please contact us:

Practice Index Ltd
4th Floor
86 - 90 Paul Street
London
EC2A 4NE
(UK Company Reg. No. 09018867)
Telephone: 020 7099 5510
Fax: 020 7099 5585
Email: info@practiceindex.co.uk

Rectifying inaccuracy of your data

You have the right to request any inaccuracies to be rectified. If you believe that any information we are holding on you is incorrect or incomplete, please contact us as soon as possible. We will promptly correct any information found to be incorrect.

Security

Data security is of great importance to us and to protect your Data we have put in place various physical, electronic and managerial procedures to safeguard and secure Data collected via the Site.

Cookies

The Site may place and access certain Cookies on your computer. These are first party Cookies and we place them via the Site and only we use them. We use Cookies to improve your experience of using the Site and to improve our range of products and/or services. We choose the Cookies we use carefully and have taken steps to make sure that your privacy is always protected and respected.

By using the Site you may also receive certain third party Cookies on your computer or device. Third party Cookies are those placed by websites, services and/or parties other than us. We use third party Cookies on the Site to enable third parties with whom we do business to hold and evaluate data if they are a party to any transaction on the Site. These Cookies are not integral to the functioning of the Site and can be disabled.

All Cookies used by the Site are used in accordance with current UK and EU Cookie Law.

Certain features of the Site need Cookies for those features to work. UK and EU Cookie Law deems these Cookies to be “strictly necessary”. In those cases, we don't ask for your consent to place them but you can still block these Cookies by changing your internet browser's settings as detailed below.

The Site uses analytics services provided by Google and others. “Analytics” is a set of tools used to collect and analyse how the Site is used which then helps us understand the needs of our Users. This, in turn, means that we can improve the Site and the products and/or services offered through it.

You don't have to let us use these analytic Cookies but when we use them your privacy and safe use of the Site are not at risk.

The analytics service may place Cookies on your device immediately you visit the Site and it may not be possible to obtain your consent before it does. You can remove these Cookies and prevent future use of them by following the steps set out below:

- You can choose to enable or disable Cookies in your internet browser.
- Most internet browsers enable you to choose whether you wish to disable all Cookies or only third party Cookies.
- By default, most internet browsers accept Cookies but this can be changed. For further details, please consult the help menu in your internet browser.

- You can choose to delete Cookies at any time but if you do you may lose any information that enables you to access the Site quickly and efficiently and you may lose your personal settings.

We recommend that you make sure that your internet browser is up-to-date and that if you are not sure about anything you look at the help and guidance provided by your internet browser.

Additional terms:

- You can make no more than two transfers of user account managers of our systems during the period we are providing you with our Services, unless we give our prior consent, which we will not unreasonably withhold.
- You may not download any PLUS on more than two sites, one of which may only be a branch of the other.
- Our Services may only be used by Practices which are within a 5 mile radius of each other.
- If over 50 resources are downloaded, from the Service, during the first 30 day, free trial period, or upon renewal, then you will be deemed to have subscribed to our Service and the full fee for that Service will be payable
- We own the copyright, trademarks and other intellectual property rights in all material and content on this website and/or which is supplied to you, using our Service. You may use, download or copy such material and content only for use within your practice. Any other use sharing or reproduction of the material or content is strictly prohibited. You are responsible for the usage of all content including any copyright claims.
- While we will use reasonable endeavours to verify the accuracy of all information we place on this site and make available to you, using our Services,
- We make no warranties, whether express or implied in relation to its accuracy.
- We cannot accept any liability for actions taken, or not taken, on the basis of information we provide on this site.
- We reserve the right to terminate any account without evidence or explanation if we suspect any of the terms are breached. This includes past actions by the account holder and/or any organisation they represent or are associated with prior or after agreeing to these terms.
- All estimates, we provide, are valid for 30 days and can be withdrawn at anytime before they are accepted.
- Locum board. We may terminate our agreement without notice or reason and remove your details and listing from the locum board <https://practiceindex.co.uk/gp/jobs/cvs/>. You will receive a refund on the time left till your renewal date.
- A practice must not have more than 50 staff in total per PLUS license. If your practice has more than 50 staff, you will need more than one PLUS license.

- All users should be full time NHS GP Practice Managers working for one GP practice (maximum 2 sites within a 5 mile radius) unless otherwise approved by us.
- Answers to HR Advice Line queries are based on our best interpretation of the query as it is presented. We cannot accept any liability for actions taken, or not taken, on the basis of information in our responses. Practices will need to take a view on how legislation and the advice provided affects their particular circumstances based on their own research. Practices are always recommended to consult their legal advisors and / or the insurer who provides their personnel / staff dispute indemnity cover as it is usually a condition of continued cover that they are consulted in the first instance
- These terms include our [Privacy Policy](#).
- Approved Suppliers will not misuse the Practice Index website to promote themselves including spamming practices.
- The Practice Index Approved Supplier badge will not be used where it might be misconstrued as approving a product or service from the supplier.
- The Practice Index Approved Supplier badge, icon and logo will not be altered or changed in any way including being accompanied by any imagery that is deemed to influence or alter the badge or its message.
- If a supplier leaves or is removed from the supplier directory any use of the Practice Index Approved Supplier badge ends with immediate effect. The Practice Index Approved Supplier badge should be removed from all marketing material including websites, brochures, videos and exhibition stands.
- Answers to HR Advice Line queries are based on our best interpretation of the query as it is presented. We cannot accept any liability for actions taken, or not taken, on the basis of information in our responses. Practices will need to take a view on how legislation and the advice provided affects their particular circumstances based on their own research. Practices are always recommended to consult their legal advisors and / or the insurer who provides their personnel / staff dispute indemnity cover as it is usually a condition of continued cover that they are consulted in the first instance.
- The HR Help advice line has a fair usage policy. Practice Index will inform you if this becomes applicable to your usage.
- The HR Help advice line is part of a low cost service and is intended to act as a back up or a second opinion to your current HR advice service supplier, not provided by Practice Index.
- The HR Help advice line service has restrictions when it comes to more complex and ongoing HR and HR related issues.
- Forum login details are not to be shared. You are responsible for all activity on your account.
- The purchase of Practice Index products and services is not dependent on the delivery of any future functionality and features and are subject to change.

- All subscription fees are non-refundable once purchased. By committing to a 12-month plan or longer, you agree to the full term regardless of changes in your usage needs or satisfaction with the service or product.
- Our services are business to business. The platform is for businesses (GP practices).
- All prices are excluding VAT.
- Our services are supplementary only and not a replacement for legal advice.
- Our services comply with the Equality Act 2010.

GDPR

Please see our [Privacy Policy](#).

The Practice / Practice Manager is the Data Controller in relation to all staff training records that are held on the HUB; they exercise overall control over the purposes and means of the processing of personal data. If an individual wants a copy of their individual training records, in accordance with Article 15 of the UK GDPR, they can request this by means of a Subject Access Request (SAR) which can be made verbally, in writing, by email or on social media to the practice . A request is valid if it is clear that the individual is asking for their own personal data. In accordance with the Records Retention Schedule, the practice should keep copies of statutory and mandatory training records for 10 years after training is completed. Should the data subject wish to see a copy of the contract between the Practice and Practice Index, then they must do so by submitting a Freedom of Information (FOI) request.

If a HUB user has left a practice, they must request permission from the current HUB admin for us to release data or certificates.

Changes to this Policy

We have the right to change this Policy as and when we decide from time to time or as may be required by law. Any changes will be immediately posted on the Site and you are deemed to have accepted the terms of this Policy on your first use of the Site following those changes.