

NHS Increasing Capacity Framework - Terms of Use

Last updated: 20 November 2020

The Increasing Capacity Framework website was established to provide NHS users with a simple search site to find providers who can help increase capacity.

The site contains the results of the **Increasing Capacity Framework** contract and as such contains sensitive commercial information. Information and logins should not be shared with any other person or organisation and especially not with any provider on the framework. IP addresses are tracked (for security reasons only) to provide evidence of misuse and usage is reported on a regular basis to NHSE/I and NHS Arden & GEM CSU (as contract owners). If evidence is provided that you have breached these terms of use, NHSE/I may take appropriate action with your trust's Information Governance Officer and Finance Director.

These Terms of Use, together with any and all other documents referred to herein, set out the terms of use under which you may use the website, www.increasingcapacityframework.co.uk ("Our Site"). Please read these Terms of Use carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms is deemed to occur upon your first use of Our Site and every subsequent use.

If you do not agree to comply with and be bound by these Terms, you must stop using Our Site immediately. You can see a copy of our privacy policy by visiting support.adviseinc.co.uk.

1. Definitions and Interpretation

1.1 In these Terms of Use, unless the context otherwise requires, the following expressions have the following meanings:

Account means an account required for a User to access certain areas of Our Site, as detailed in Clause 4;

Content means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;

Listing means a requirement for or availability of PPE products posted on Our Site

User means a user of Our Site; and

We/Us/Our means AdviseInc, a company registered in England, whose registered address is 20-22 Wenlock Road, London, N1 7GU

2. Information About Us

2.1 Our Site is owned and operated by AdviseInc, a company registered in England, whose registered address is 20-22 Wenlock Road, London, N1 7GU.

2.2 Our email address is support@adviseinc.co.uk and telephone number is 0207 112 9222

3. Access to Our Site

3.1 Access to Our Site is free of charge.

3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.

3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

4. User Accounts

4.1 Certain parts of Our Site may require an Account in order to access them.

4.2 To register for an Account you must hold an NHS email address (nhs.uk or nhs.net) and work for the NHS. This site should not be accessed by anyone outside of the NHS or non-NHS service providers.

4.3 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.

4.4 We recommend that you choose a strong password for your Account, consisting of a combination of lower and upper case letters, numbers and symbols. It is your responsibility to keep your password safe. If you believe your Account is being used without your permission, please contact Us immediately at support@adviseinc.co.uk. We will not be liable for any unauthorised use of your Account.

4.5 You must not use anyone else’s Account or allow anyone to use your Account.

4.6 Any personal information provided in your Account will be collected, used and held in accordance with your rights and our obligations under the law, as set out in Clause 14.

4.7 If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information. Closing your Account will also remove access to any areas of Our Site requiring an Account for access. Data associated with requests which have been uploaded to Our Site will be retained by Us following Account closure.

4.8 We have the right to disable access to your Account, at any time, if in Our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.

5. Intellectual Property Rights and Our Site

5.1 All Content on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

5.1.1 The intellectual property in our site belongs to AdviseInc Ltd. AdviseInc Ltd developed and created the website.

5.2 You may:

5.2.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);

5.3 You may not systematically copy Content from Our Site with a view to creating or compiling any form of comprehensive collection, compilation, directory, or database unless given Our express permission to do so.

5.4 Subject to sub-Clauses 5.3 and 5.6 you may not otherwise reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content or any other material from Our Site unless clearly given express permission to do so. For further information, please contact Us at support@adviseinc.co.uk.

5.5 Our status as the owner and author of the Content on Our Site (or that of identified licensors or Users, as appropriate) must always be acknowledged.

5.6 Nothing in these Terms of Use limits or excludes the fair dealing provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering, in particular, the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

5.7 If you print off, copy or download any Content of Our Site in breach of this clause 5, your right to use Our Site and your Account will cease immediately and you must, at Our option, return or destroy any copies of the materials you have made.

6. Searching for Providers

6.1 An Account is required if you wish to search Our Site. Please refer to Clause 4 for more information.

6.2 You agree that you will be solely responsible for your Request(s). We accept no responsibility for the content of the listings on Our Site. Specifically, you agree, represent and warrant that you have the right to submit the Requests(s), that all information in your Request(s) is accurate and truthful, that all such information will be kept accurate and up-to-date, that no personal data will be included that you do not have the right to include and that all such Listing(s) will comply with Our Acceptable Usage Policy, detailed below in Clause 7.

6.3 You agree that you will be liable to Us and will, to the fullest extent permissible by law, repay us (by indemnifying Us) for any breach of the warranties given by you under subClause 6.2. You will be responsible for any loss or damage suffered by Us as a result of such breach.

7. Acceptable Usage Policy

7.1 You may only use Our Site in a manner that is lawful and that complies with the provisions of this Clause 7. Specifically:

7.1.1 you must ensure that you comply fully with any and all applicable local, national, and international laws and/or regulations;

7.1.2 you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;

7.1.3 you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind;

7.1.4 you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way;

7.1.5 you must not use Our Site if you do not work for the NHS.

7.2 When communicating in any way using Our Site, you must not post, communicate or otherwise do anything that:

7.2.1 is obscene, deliberately offensive, hateful, or otherwise inflammatory;

7.2.2 promotes violence;

7.2.3 promotes, assists in, or constitutes any form of unlawful activity (including anything which may be in breach of rules, regulations, or legislation specifically applicable to your Business);

7.2.4 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;

7.2.5 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

7.2.6 is calculated or otherwise likely to deceive (including any unsubstantiated or unsupported claims or comparisons concerning the Requesting Business or any other business or person);

7.2.7 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to;

7.2.8 misleadingly impersonates any person or business or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 7.2);

7.2.9 implies any form of affiliation with Us where none exists;

7.2.10 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trademarks and database rights) of any other party; or

7.2.11 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

7.3 We reserve the right to suspend or terminate your Account and/or your access to Our Site if you materially breach the provisions of this Clause 7 or any of the other provisions of these Terms of Use. Specifically, We may take one or more of the following actions:

7.3.1 suspend, whether temporarily or permanently, your Account and/or your right to access Our Site;

7.3.2 remove any Listing posted by you which violates this Acceptable Usage Policy;

7.3.3 issue you with a written warning;

7.3.4 take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;

7.3.5 take further legal action against you as appropriate;

7.3.6 disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or

7.3.7 any other actions which We deem reasonably appropriate (and lawful).

7.4 We hereby exclude any and all liability arising out of any actions (as set out in clause 7.3 above) that We may lawfully take in response to breaches of these Terms of Use.

7.5 If you wish to complain about Listings uploaded by other Users of our Site, please Contact Us on support@adviseinc.co.uk.

7.6 For the avoidance of doubt, any information, content or other materials uploaded to Our Site by you or any other Users have not been verified or approved by Us and We shall not be responsible or otherwise liable for such information, content or materials.

8. Links to Our Site

8.1 You may link to Our Site provided that:

8.1.1 you do so in a fair and legal manner;

8.1.2 you do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;

8.1.3 you do not use any logos or trademarks displayed on Our Site without Our express written permission; and

8.1.4 you do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.

8.2 You may link to any page of Our Site that does not require an Account to view. Framing or embedding of Our Site on other websites is not permitted without Our express written permission. Please contact Us at support@Adviseinc.co.uk for further information.

8.3 You may not link to Our Site from any other site the content of which contains material that:

8.3.1 is sexually explicit;

8.3.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;

8.3.3 promotes violence;

8.3.4 promotes or assists in any form of unlawful activity;

8.3.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;

8.3.6 is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

8.3.7 is calculated or is otherwise likely to deceive;

8.3.8 is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;

8.3.9 misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 8.3);

8.3.10 implies any form of affiliation with Us where none exists;

8.3.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trademarks and database rights) of any other party; or

8.3.12 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

8.4 The content restrictions in sub-Clause 8.3 do not apply to content submitted to sites by other Users provided that the primary purpose of the site accords with the provisions of sub-Clause 8.3. You are not, for example, prohibited from posting links on general-purpose social networking sites merely because another User may post such content. You are, however, prohibited from posting links on websites which focus on or encourage the submission of such content from Users.

9. Links to Other Sites

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third-party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

10. Disclaimers and Legal Rights

10.1 Nothing on Our Site constitutes advice on which you should rely. It is provided for general information purposes only. In particular, we make no representation or warranty that any part of Our Site (including Listings) is suitable for use in business or that any part of it constitutes accurate data and/or advice on which business decisions can be based. Professional or specialist advice should always be sought before taking any action relating to our site and service.

10.2 Insofar as is permitted by law, we make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

10.3 If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Site created by Us (that is not Content uploaded by a User) damages your device or other digital content belonging to you, if you are a consumer, you may be entitled to certain legal remedies. If you are a consumer, We may either repair the damage or pay you compensation. However, We will not be liable for damage that you could have avoided by following Our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by Us. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

10.4 We make reasonable efforts to ensure that Our Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that such Content is complete, accurate, or up-to-date.

10.5 All information on Our Site that requires an Account to view is commercially sensitive information. Therefore, subject to clause 8, you must ensure that all such information is kept confidential and is not disclosed to any third party in any circumstance.

10.6 We are not responsible for the content or accuracy of, or for any opinions, views, or values expressed in Listings. Any such opinions, views, or values are those of the relevant User and do not reflect Our opinions, views, or values in any way. We have no control over, nor any involvement in, any Listed Business and We accept no responsibility for any actions taken, or for any goods or services provided, by any Listed Business.

11. Our Liability

If you are a business user:

11.1 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content (including Listings) included on Our Site.

11.2 We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

If you are a consumer:

11.3 Please note that We only provide our site for domestic and private use. You agree not to use Our Site for any commercial or business purposes, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Whether you are a business user or a consumer:

11.4 To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content (whether it is provided by Us or whether it is a Listing posted by a User) included on Our Site.

11.5 We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. Subject to sub-Clause 11.2, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial-of-service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.

11.6 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

11.7 Nothing in these Terms of Use excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability

which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

12. Viruses, Malware and Security

12.1 We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware including, but not limited to, the scanning of all Content uploaded by Users for viruses and malware as it is uploaded. We do not, however, guarantee that Our Site is secure or free from viruses or other malware and accept no liability in respect of the same, as detailed in sub-Clause 12.4.

12.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.

12.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.

12.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.

12.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.

12.6 By breaching the provisions of sub-Clauses 12.3 to 12.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

13. Privacy and Cookies

Use of Our Site is also governed by Our Privacy Policy, available from Support Site (support.adviseinc.co.uk). These policies are incorporated into these Terms of Use by this reference.

14. Data Protection

15.1 All personal information that We may use will be collected, processed and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.

15.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy.

15.3 Your user information will be shared with Arden & GEM CSU and NHSE/I regional teams to ensure appropriate access and usage can be monitored. It will not be shared with any other part.

16. Communications from Us

16.1 If you have an Account, We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms of Use, and changes to your Account.

16.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from us at any time, it may take up to 1 business day for your new preferences to take effect.

16.3 For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at support@adviseinc.co.uk

17. Changes to these Terms of Use

17.1 We may alter these Terms of Use at any time. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.

17.2 In the event of any conflict between the current version of these Terms of Use and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

18. Contacting Us

To contact Us, please email Us at support@adviseinc.co.uk or using any of the methods provided on the contact page on Our Site.

19. Law and Jurisdiction

19.1 These Terms of Use, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

19.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 19.1 above takes away or reduces your rights as a consumer to rely on those provisions.

19.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms of Use, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

19.4 If you are a business, any disputes concerning these Terms of Use, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.