

## **Terms and Conditions**

Please read the following terms and conditions carefully before using this site. By using the site you will be bound by these terms and conditions, which will continue to apply every time you use the site.

### **About NMIC:**

The NMIC website is an educational site, providing information to healthcare professionals on safe and effective management of minor illness. To find out more browse the "About Us" pages. These terms and conditions apply to all users of the service. By registering for and/or using this service you are agreeing to abide by these terms and conditions.

### **Privacy Statement:**

The NMIC site does not automatically capture or store personal information, other than logging the user's ID, IP address and session information such as the duration of the visit, the type of browser used and pages accessed. This is recognised by the Web server and is only used for system administration and to provide statistics, which Nmic uses to evaluate the use of the site.

We do not use cookies for collecting user information from the site. If you choose to register on the site, you will be asked to submit personal information (eg. name, address, email etc) in order to receive or use services on our website. For example, we may wish to provide you with password reminders or notify you that the particular service has been suspended for maintenance or for promotional purposes, such as notifying you of improvements to the service or new services and products. Such services include newsletters, message boards and personalised services. In each case we will only use the personal information you provide to deliver the services you have told us you wish to take part in.

In general, any information you provide to NMIC will only be used within the NHS and will be in accordance with applicable laws, in particular the Data Protection Act. Accordingly, we will hold your personal information on our systems for as long as you use the service you have requested, and remove it in the event that the purpose has been met, or, you no longer wish to continue your registration as a personalised user.

We would ask that you inform us as soon as possible if you see any information on the web site that you consider to be confidential, inappropriate, or should be protected. Please contact us by email: [jill.fenwick@gp-E81075.nhs.uk](mailto:jill.fenwick@gp-E81075.nhs.uk).

### **Copyright:**

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You do not have to ask permission to link directly to pages hosted on this site. However, we do not permit our pages to be loaded into frames on your site. The pages must load into the user's entire window.

For any other use of the material, for example the licensed use of our teaching materials by an academic institution, please contact:

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The information provided by NMIC is intended to support health care decisions, but not to make the decisions on your behalf. Responsibility for applying the knowledge and rests entirely with the healthcare professional. NMIC will endeavour to ensure that the content of this site is correct and up to date, but cannot be held responsible for any errors or omissions.

To the extent permitted by law:

1. the NMIC Service is provided on an "as is" and "as available" basis and we make no guarantee that the service and/or the site will never be faulty nor that it will work continuously, nor that it will be maintained in a fully operational condition or error free, nor that it will be free from viruses, trojans, worms or other harmful or malicious content;
2. whilst we take all reasonable endeavours to ensure the accuracy of any information contained within the NMIC site or provided to you as part of our service, we do not guarantee and give no warranty as to its accuracy or quality;
3. we will not be liable for any damage to your equipment or data as a consequence of your use of the NMIC service; and
4. no advice or information obtained by you through or from the Nmic site or obligation set out in these terms and conditions will create any warranty not expressly stated in these terms and conditions.

**Limitation of Liability:**

To the extent that we are lawfully able to do so, we exclude all liability to you for any claims, losses and/or damages of any nature resulting from: (a) your use or inability to use the NMIC site and (b) your use of any of the information or advice contained on the site or provided by us. Nothing in this agreement shall seek to exclude or limit

liability for personal injury or death caused by our negligence or any liability to you which we cannot by law limit or exclude.

#### **Amendment of Service:**

We may change our NMIC service from time to time to reflect the interests of our users. We may also discontinue providing certain parts or all of the service at our discretion and without notice to you. The fee which you have paid to access our Members' site is non-refundable. We will, however, endeavour to let you know of any material changes via our home page.

#### **External Links:**

Some NMIC pages provide links to other Internet sites for the convenience of users. NMIC makes best efforts to ensure that it links only to sites that are reputable providers of evidence-based health care information in the view of the site editors. However, NMIC is not responsible for the availability or contents of these external sites. If you decide to access linked third party web sites, then this is entirely at your own risk and NMIC is not responsible what so ever, for any loss, damage or expense that might be caused by or linked to any action or lack of action, that a user might have as a result of using the sites found through NMIC.

#### **Linking to the NMIC Site:**

Users are welcome to link to NMIC. Links to the site are also subject to the material being reproduced accurately and not being used in a derogatory manner or in a misleading context, and that the source (including URL) must be clearly and prominently acknowledged.

#### **General:**

These terms and conditions constitute the entire agreement between us in respect of your use of our NMIC site and supersede any and all prior agreements, arrangements and representations (save in respect of those made fraudulently).

If any of these terms and conditions is found to be invalid then that provision shall not affect the validity of the remaining provisions which shall remain fully enforceable. No waiver by us of any term shall be deemed to be continuing or shall be deemed to be a waiver of any other term.

These terms and conditions will be interpreted and construed in accordance with the laws of England and Wales and will be subject to the non-exclusive jurisdiction of the English Courts.

For up-to-date information on our services and all support facilities, or if you are dissatisfied with the NMIC site or have any questions concerning these terms and conditions, email: [jill.fenwick@nhs.uk](mailto:jill.fenwick@nhs.uk)