

Health Family eCommercial System

Terms of Use

The Department of Health and Social Care (**DHSC**) and some organisations across the health system (**Health Family**) use the Health Family eCommercial System to advertise and manage procurement opportunities, manage contracts and manage supplier interaction. The terms of use sets the policy on content and functionality of the system. Technical support and maintenance of the system is provided by Atamis Ltd.

This page sets out the Health Family eCommercial System (**System**) terms and conditions for accessing the System at <https://health-family.force.com/s/Welcome> for viewing and accessing contract opportunities (**Terms of Use**). You must agree to these Terms of Use to access and use the Health Family eCommercial System for such purposes.

1. Who we are

1.1 The System is managed by the DHSC for its own use and on behalf of some organisations across the health system (from now on such organisations are referred to as “members of the Health Family”). DHSC will be referred to as ‘we’ from now on.

2. Using the System

1.1 The access or use of the System by you, as a browser visitor, in any way, shall be deemed to constitute acknowledgment, acceptance and confirmation of these Terms of Use without further action.

2.1 You agree to use the System services only for lawful purposes. You must also use it in a way that does not infringe the rights of, or restrict or inhibit the use and enjoyment of, this site by anyone else.

2.2 We update the System all the time. We can change or remove content at any time without notice.

3. Services and transactions

3.1 You can use the System as a potential supplier to search for contract opportunities added to the System by DHSC or members of the Health Family.

3.2 Any published notices will be managed by DHSC or a relevant member of the Health Family.

3.3 Access and use of some services on the System will require user registration and there will be separate terms use which will also apply – you should read those separate terms of use and then register if you want to use those services on the System.

3.4 In the event that there is any conflict between these Terms of Use and the additional terms of use that apply to registered users, then the provisions of such additional terms of use shall take precedence over these Terms of Use.

4. Linking to the System

- 4.1 We welcome and encourage other websites to link to the System.
- 4.2 You must contact us at support-health@atamis.co.uk for permission through if you want to either:
 - 4.2.1 charge your website's users to click on a link to any page on the System; and
 - 4.2.2 say your website is associated with or endorsed by DHSC or a member of the Health Family.

5. Linking from the System

- 5.1 The System will link to websites that are managed by either DHSC, a member of the Health Family, other Government Departments, service providers or other organisations. We do not have any control over the content on these websites.
- 5.2 We're not responsible for:
 - 5.2.1 the protection of any information you give to these websites;
 - 5.2.2 any loss or damage that may come from your use of these websites, or any other websites they link to.
- 5.3 You agree to release us from any claims or disputes that may come from using these websites.
- 5.4 You should read all terms and conditions, privacy policies and end user licences that relate to these websites before you use them.

6. Using the System content

- 6.1 Most content on the System is subject to [Crown copyright protection](#) and is published under the [Open Government Licence](#) (OGL).
- 6.2 Some content is exempt from the OGL - check the [list of exemptions](#).
- 6.3 DHSC or other members of the Health Family logos and crests are also exempt from the OGL, except when they form an integral part of a document or dataset.
- 6.4 If any content is not subject to Crown copyright protection or published under the OGL, we'll usually credit the author or copyright holder.
- 6.5 You can reproduce content published on the System under the OGL as long as you follow the licence's conditions.
- 6.6 Contact us if you want to reproduce a piece of content but are not sure if it's covered by Crown copyright or the OGL.
- 6.7 We make most of the content on the System available through feeds for other websites and applications to use. The websites and applications that use our feeds are not our products, and they might use versions of our content that have been edited and stored for later use ('cached').

6.8 We do not give any guarantees, conditions or warranties about the accuracy or completeness of any content used by these products. We're not liable for any loss or damage that may come from your use of these products.

6.9 The most up to date version of our content will always be on the System.

7. Acceptable Use

7.1 This section describes prohibited uses of the web services we offer and the System website located at <https://health-family.force.com/s/Welcome>. The examples described here are not exhaustive.

7.2 The System provides OFFICIAL services to enable users to engage with the DHSC and members of the Health Family's procurement processes. Provision of access to the service is subject to business need.

8. No Illegal, Harmful, or Offensive Use or Content

8.1 You may not use, or encourage, promote, facilitate or instruct others to use, the services for any illegal, harmful, fraudulent, infringing or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Prohibited activities or content include:

8.1.1 illegal, harmful or fraudulent activities: any activities that are illegal, that violate the rights of others, or that may be harmful to others, our operations or reputation, including disseminating, promoting or facilitating child pornography, offering or disseminating fraudulent goods, services, schemes, or promotions, make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming;

8.1.2 infringing content: content that infringes or misappropriates the intellectual property or proprietary rights of others;

8.1.3 offensive content: content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts; and/or

8.1.4 harmful content: content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

9. No Security Violations

9.1 You may not use the services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System Application"). Prohibited activities include:

9.1.1 unauthorized access, accessing or using any System Application without permission, including attempting to probe, scan, or test the vulnerability of a System Application or to breach any security or authentication measures used by a System Application;

9.1.2 interception, monitoring of data or traffic, other than for approved business use, on the service without permission; and/or

9.1.3 falsification of origin, forging TCP-IP packet headers, email headers, or any part of a message describing its origin or route. The legitimate use of aliases and anonymous remailers is not prohibited by this provision.

10. No Network Abuse

10.1 You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

10.1.1 monitoring or crawling. monitoring or crawling of a System Application that impairs or disrupts the System being monitored or crawled.

10.1.2 denial of service (DoS): inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.

10.1.3 intentional interference: interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.

10.1.4 operation of certain network services; operating network services like open proxies, open mail relays, or open recursive domain name servers; and/or

10.1.5 avoiding system restrictions: using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

11. Our Monitoring and Enforcement

11.1 We reserve the right, but do not assume the obligation, to investigate any violation of your obligations or misuse of the services. We may:

11.1.1 investigate violations of these Terms of Use or misuse of the services; or

11.1.2 remove, disable access to, or modify any content or resource that violates these Terms of Use or any other agreement we have with you for use of the Services.

11.2 We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate browser information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of these Terms of Use.

12. Reporting of Violations of these Terms of Use

12.1 If you become aware of any violation of these Terms of Use, you will immediately notify us and provide us with assistance, as requested, to stop or remedy the violation. To report any violation of these Terms of Use, please follow our abuse reporting procedure by contacting us at support-health@atamis.co.uk

13. Service Consumer Responsibility

13.1 By accessing and using the services on the System, to search for or check for contract opportunities, you agree to take all necessary precautions to assure the integrity of any data accessed, including protection against malware and malicious code. It is your responsibility to investigate and resolve any issues arising from errors or warnings returned arising from data being consumed from the System's services when you download published material.

14. Disclaimer

14.1 While we make every effort to keep the System up to date, we do not provide any guarantees, conditions or warranties that the information will be:

14.1.1 current;

14.1.2 secure;

14.1.3 accurate;

14.1.4 complete;

14.1.5 free from bugs or viruses

14.2 We do not publish advice on the System. You should get professional or specialist advice before doing anything on the basis of the content and these Terms of Use.

14.3 We're not liable for any loss or damage that may come from using the System. This includes:

14.3.1 any direct, indirect or consequential losses

14.3.2 any loss or damage caused by civil wrongs ('tort', including negligence), breach of contract or otherwise

14.3.3 the use of the System and any websites that are linked to or from it

14.3.4 the inability to use the System and any websites that are linked to or from it

14.3.5 this applies if the loss or damage was foreseeable, arose in the normal course of things or

14.3.6 you advised us that it might happen.

14.4 This includes (but is not limited to) the loss of your:

14.4.1 income or revenue

14.4.2 salary, benefits or other payments

14.4.3 business

14.4.4 profits or contracts

14.4.5 opportunity

14.4.6 anticipated savings

14.4.7 data

14.4.8 goodwill or reputation

14.4.9 tangible property

14.4.10 intangible property, including loss, corruption or damage to data or any computer system

14.4.11 wasted management or office time

14.5 We may still be liable for:

14.5.1 death or personal injury arising from our negligence;

14.5.2 fraudulent misrepresentation; or

14.5.3 any other liability which cannot be excluded or limited under applicable law.

15. Requests to remove content

15.1 You can ask for content to be removed from the System. We'll remove content:

15.1.1 in order to comply with data protection legislation covering the rights and freedoms of individuals; and/or

15.1.2 if it breaches copyright laws, contains sensitive personal data or material that may be considered obscene or defamatory

15.2 Contact us to ask for content to be removed. You'll need to send us the web address (URL) of the content and explain why you think it should be removed. We'll reply to let you know whether we'll remove it.

15.3 We remove content at our discretion and in some cases this may be following a discussion with the a relevant member of the Health Family responsible for it. You can still request information under the [Freedom of Information Act](#) and the [Data Protection Act](#).

16. Information about you and your visits to the System

16.1 For browser visitor access, no personal information is revealed to DHSC, members of the Health Family or and service providers, although certain statistical information is available to the DHSC and its service providers via the internet service providers.

17. Virus protection

17.1 We make every effort to check and test the System for viruses at every stage of production. You must make sure that the way you use the System does not expose you to the risk of viruses, malicious computer code or other forms of interference which can damage your computer system.

17.2 We're not responsible for any loss, disruption or damage to your data or computer system that might happen when you use the System.

18. Viruses, hacking and other offences

- 18.1 When using the System, you must not introduce viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful.
- 18.2 You must not try to gain unauthorised access to the System, the server on which it's stored or any server, computer or database connected to it.
- 18.3 You must not attack the System in any way. This includes denial-of-service attacks.
- 18.4 We'll report any attacks or attempts to gain unauthorised access to the System to the relevant law enforcement authorities and will share information what information we have with them.

19. **Governing law**

- 19.1 These Terms of Use are governed by and construed in accordance with the laws of England and Wales.
- 19.2 Any dispute you have which relates to these Terms of Use, or your use of the System (whether it be contractual or non-contractual), will be subject to the exclusive jurisdiction of the courts of England and Wales.

20. **General**

- 20.1 There may be legal notices elsewhere on the System that relate to how you use the site.
- 20.2 We're not liable if we fail to comply with these Terms of Use because of circumstances beyond our reasonable control.
- 20.3 We might decide not to exercise or enforce any right available to us under these Terms of Use. We can always decide to exercise or enforce that right at a later date.
- 20.4 Doing this once will not mean we automatically waive the right on any other occasion.
- 20.5 If any of these Terms of Use are held to be invalid, unenforceable or illegal for any reason, the remaining Terms of Use will still apply.

21. **Changes to these Terms of Use**

- 21.1 Please check these Terms of Use regularly. We can update them at any time without notice.
- 21.2 You'll agree to any changes if you continue to use the System after these Terms of Use have been updated.
- 21.3 Last updated [1 June 2020]