

Terms and conditions of website use

1 Introduction

1.1

The Isle of Wight Clinical Commissioning Group owns the Isle of Wight Community Mental Health Support Hub website and the content and information included on this website is managed by us. You may access and use this website if you agree to be legally bound by the terms set out here. If you do not agree to be legally bound by these terms, please do not access and/or use this website.

1.2

Terms for access to and use of the feedback facility and contact form under which you can review or comment on the website or submit the contact form to us are set out in sections 7 to 10 below. If you agree to be legally bound by the terms you may use these facilities. If you do not agree to be legally bound by these terms, please do not use the facility to submit comments.

1.3

The Isle of Wight Community Mental Health Support Hub website is intended for use only by people who live in England. References to local support also relate specifically to services and organisations on the Isle of Wight which, in the main, are only available for Isle of Wight residents.

2 Changes to terms

2.1

We may make changes to the Isle of Wight Community Mental Health Support Hub website, including these terms, at any time. You will be legally bound by the updated or amended terms from the first time that you use the website after we publish the changes on it.

3 Intellectual property rights

3.1

The Isle of Wight Clinical Commissioning Group own or have the right to use all intellectual property rights in the contents of the Isle of Wight Community Mental Health Support Hub website or used for the provision of the Isle of Wight Community Mental Health Support Hub website ("Isle of Wight Community Mental Health Support Hub Website Content"). This includes rights in copyright and other intellectual property rights. Photos marked © Crown Copyright 2020 are used under the [Open Government Licence](#) from the Ministry of Defence and should not be used or adapted from this site in any way.

3.2

You have permission to use Isle of Wight Community Mental Health Support Hub Website Content for the sole purposes described, and on the terms detailed, in these terms and conditions. You need written permission from us or any other owner of Isle of Wight Community Mental Health Support Hub website content before you may use these items in any other way.

3.4

You can use Isle of Wight Community Mental Health Support Hub Website Content, including copying it, adapting it, and using it for any purpose, including commercially, provided you follow these terms and conditions.

3.5

The terms do not apply to the following categories of Isle of Wight Community Mental Health Support Hub Website Content, and therefore these must not be used without our or the relevant owner's prior consent:

- any logos, visuals, image rights, trademarks, trade names and design styles (except where these are integral to a document or data set) of the website, or any predecessor or linked body, as well as of any partner or contributor;
- any other intellectual property rights, including but not limited to patents, design rights and trademarks;
- personal data (which will include but not be limited to images, videos and audio with identifiable people in them);
- information owned by third parties which we are not authorised to licence on to you including the images marked © Crown Copyright 2020 referred to in section 3.1. If in doubt, contact us using the details below (14.3).

3.6

(a) If you:

i. copy and reuse Isle of Wight Community Mental Health Support Hub Website Content but do not make any changes or adaptations then you must attribute us as follows: “Information from the Isle of Wight Community Mental Health Support Hub website”, unless you have our written consent to an alternative attribution. The relevant attribution must be made for every separate instance, use or appearance of Isle of Wight Community Mental Health Support Hub Website Content, and in each case you must make a clear distinction between Isle of Wight Community Mental Health Support Hub Website Content and your other content.

If you are displaying Isle of Wight Community Mental Health Support Hub Website Content in a context where a functional link back to the article on the Isle of Wight Community Mental Health Support Hub Website is possible, then each attribution should link to the page on the Isle of Wight Community Mental Health Support Hub Website that the relevant Isle of Wight Community Mental Health Support Hub Website Content has been supplied from.

You must additionally publish, in a prominent and noticeable location within your site or service the statement that “Information from the Isle of Wight Community Mental Health Support Hub website.”

3.7

You must not use Isle of Wight Community Mental Health Support Hub Website Content for or in association with i) any purpose; or ii) a site or service; which is illegal, derogatory or otherwise objectionable or that brings the Isle of Wight Community Mental Health Support Hub into disrepute. If you process any personal data of your customers or users in association with your use of any Isle of Wight Community Mental Health Support Hub Website Content you must do so in compliance with all applicable data protection and privacy legislation and all relevant regulatory guidance, including General Data Protection Regulation and Data Protection Act 2018.

3.8

If you provide any paid-for service to your customers or users access to the Isle of Wight Community Mental Health Support Hub Website Content may be included within the standard purchase and set-up costs but no specific charge may be levied on any customers

or users for access to any Isle of Wight Community Mental Health Support Hub Website Content.

3.9

You may not directly or indirectly suggest any endorsement or approval by the Isle of Wight Community Mental Health Support Hub of your site or service.

3.10

We reserve the right to alter, adapt, edit, modify or restrict the availability of Isle of Wight Community Mental Health Support Hub Website Content for use on third-party sites at any time.

4 Medical information

4.1

The Isle of Wight Community Mental Health Support Hub website provides links to medical information for use as information or for educational purposes. We do not warrant that information we provide will meet your health or medical requirements. It is up to you to contact a health professional if you are concerned about your health.

4.2

The Isle of Wight Community Mental Health Support Hub website does not give medical advice in relation to any individual case or patient, nor does The Isle of Wight Community Mental Health Support Hub website provide medical or diagnostic services.

4.3

If you are a medical or health professional then you are encouraged to use the Isle of Wight Community Mental Health Support Hub website for general information purposes. However, you should not rely on material included on the Isle of Wight Community Mental Health Support Hub website and we do not accept any responsibility if you do.

5 Third-party websites

5.1

We do not monitor the content of third-party websites or third-party applications. Any link provided on Isle of Wight Community Mental Health Support Hub is solely for your convenience. We do not accept any responsibility for any third-party website or third-party applications.

5.2

Where we provide links to third-party websites, that does not imply any association with or recommendation for those websites.

5.3

Where we provide links to third-party applications, that does not imply any association with or recommendation for those applications.

6 Liability

6.1

We accept no liability to you should the Isle of Wight Community Mental Health Support Hub website not be available at any particular time.

6.2

We do not accept any liability to you for any of the following types of loss or damage (which you may suffer as a result of your use of the Isle of Wight Community Mental Health Support Hub website) whether the losses were foreseen, foreseeable, unforeseen, unforeseeable, known, unknown or otherwise:

(a) loss which arose when you first accessed the Isle of Wight Community Mental Health Support Hub website, or any of our linked sites and services, (even if that loss results from our failure to comply with these terms or our negligence);

(b) any business loss you may suffer, including loss of revenue, loss of profits or loss of anticipated savings (whether those losses are the direct or indirect result of our default);

(c) loss which you suffer other than as a result of our failure to comply with these terms or our negligence or breach of statutory duty;

(d) any loss suffered due to the default of any party other than us.

6.3

We do not warrant that the Isle of Wight Community Mental Health Support Hub website or any content will be available uninterrupted or error free, that defects will be corrected, or that Isle of Wight Community Mental Health Support Hub or its supporting systems are free of viruses or bugs.

6.4

We do not accept any liability to you if we fail, or are interrupted or delayed in the performance of any obligation because of:

(a) the non-availability or failure of any telecommunications or computer services, systems, equipment or software operated or provided by you or any third party;

(b) any other event not reasonably within our control.

6.5

We do not give any commitments or accept any liability to you in respect of Isle of Wight Community Mental Health Support Hub content provided by other users of the website or third parties.

6.6

You acknowledge and agree that we will not be responsible for any injury, loss or damage (whether direct or indirect) arising out of, or relating to the misuse of, or inappropriate reliance on the contents or advice provided via an external links on this website, except to the extent that such liability cannot be limited or excluded by law.

7 Registration to post comments

7.1

To use the feedback facility or contact form you must provide a valid email address and any other information we request.

8 Submitting comments

8.1

Submitting comments or emailed messages you send through the Isle of Wight Community Mental Health Support Hub website shall not be treated as confidential.

8.2

You are legally responsible for the content of any material you submit to Isle of Wight Community Mental Health Support Hub website.

8.3

The Isle of Wight Community Mental Health Support Hub shall own intellectual property rights in any material submitted to Isle of Wight Community Mental Health Support Hub website.

9 Editorial control of comments

9.1

We reserve the right (on behalf of ourselves and any moderator that we may appoint) to:

- (a)** temporarily or permanently suspend your access to our feedback/contact form facilities;
- (b)** take any other action against your access if, in our view, you have not complied with the rules of conduct set out below.

10 Online conduct

10.1

If you are under 16 you should seek your parent's or guardian's consent before you submit feedback or emailed contact forms through the site.

10.2

Comments submitted should relate to your personal experience or that of someone close to you. You should not name any individuals (other than yourself) or include information through which someone else could identify an individual about whom you are writing. If you

want to comment on someone else's experience, (eg a relative or someone you care for) then you may do so if you ensure that you are not named in the submission and you state how the other person is connected to you (eg "my father"). You warrant that all statements of fact in any comment you submit are true, and that any expression of opinion is your honestly held opinion on those facts, or that of the person on whose behalf you are writing.

10.3

Comments on services should be relevant to helping people make choices about places where they can receive medical treatment or other care. Comments submitted should be constructive, truthful and not abusive.

10.4

You should not use the comments facilities to make complaints about individual hospitals, GP practices or treatment centres if you wish the matter to be dealt with under the [NHS complaints procedures](#).

10.5

We have many measures in place to keep your information safe. But it is important that you also play your part – visit the government's [Get Safe Online](#) website for advice on how to do this.

11 Fair processing notice

11.1

The use of your data on the Isle of Wight Community Mental Health Support Hub website is used and held in accordance with our [Fair Processing Notice](#) and our [Cookie Policy](#). This allows you to manage your data sharing choice.

11.2

Certain sections of our website require you to insert personal data (name and email), to verify your identity and enable you to use the feedback and contact us sections. You agree all information provided will be accurate and complete.

11.3

To note, your data submitted to the site will not be viewable on the public area of the Isle of Wight Community Mental Health Support Hub website.

12 Attacks, unauthorised access and other violations

12.1

You must not try to gain unauthorised access to the Isle of Wight Community Mental Health Support Hub website, our services, the servers on which they're stored, or any server, computer or database connected to them. You must not attack the services in any way, (this includes denial-of-service attacks). We'll report any attacks or attempts to gain unauthorised access to the site or service to the relevant law enforcement authorities and shall share information about you with them.

12.2

You may not use the Isle of Wight Community Mental Health Support Hub website to transmit any false, misleading, fraudulent or illegal communications.

13 Remedies

13.1

To the extent that we are practically able to do so, we may terminate your access to all or any part of Isle of Wight Community Mental Health Support Hub and services at any time without notice if you breach any of the terms.

13.3

We reserve the right to investigate complaints or reported violations of our terms and to take any action we consider appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user information, email addresses, usage history, IP addresses and traffic information.

14 General

14.1

If any of these terms are determined to be illegal, invalid or otherwise unenforceable then the remaining terms shall remain in full force and effect.

14.2

These terms, together with the service specific additional terms, shall be governed by and interpreted in accordance with the laws of England.

14.3

The Isle of Wight Community Mental Health Support Hub website is delivered by:

The Isle of Wight Clinical Commissioning Group (CCG)

Building A,

The Apex,

St Cross Business Park,

Monks Brook.

Newport.

Isle of Wight.

PO30 5XW.