

PRIVACY POLICY

This website ("website") provides a multi-professional e-learning resource ("Resource") and is operated by Wolverhampton University and Sandwell PCT and this Privacy Policy relates to Personal Data processed by Wolverhampton University and Sandwell PCT.

The terms "we", "us", "our" and "ours" when used in this Privacy Policy means Wolverhampton University and Sandwell PCT. The terms "you", "your" and "yours" when used in this Privacy Policy means any user of this website.

IMPORTANT: BY SUBMITTING PERSONAL DATA TO US AND/OR BY USING OUR WEBSITE YOU GIVE YOUR CONSENT THAT ALL PERSONAL DATA THAT YOU SUBMIT MAY BE PROCESSED BY US IN THE MANNER AND FOR THE PURPOSES DESCRIBED BELOW.

Scope of Policy

We are committed to the privacy and confidentiality of information provided by you to us. This Privacy Policy describes our current policies and practices with regard to Personal Data collected by us from you through this website. Personal Data is defined in the Data Protection Act 1998.

Notification of changes to this Policy

We are continually improving our methods of communication and adding new functionality and features to this website. Because of these ongoing changes, changes in the law and the changing nature of technology, our data protection practices will change from time to time. If and when our data protection practices change, we will notify you of the changes via this page. We encourage you to check this page frequently.

Collection of Personal Data including e-mail addresses

When you participate in the Resource or request additional information, we request Personal Data from you. The information you provide is either manually or electronically stored in our databases.

Use of Personal Data

When we ask you for Personal Data it may include the following purposes:

- To inform you of improvements to the Resource;
- To send you regular updates on issues we think will be of interest to you;
- To send you requested information on our products and services;
- To use your Personal Data for evaluation and market research;
- To use your Personal Data internally to administer this website and improve our services.

Cookies

In order to collect the anonymous data described in the preceding paragraph, we may use temporary "cookies" that remain in the cookies file of your browser until the browser is closed. Cookies by themselves cannot be used to discover the identity of the user. A cookie is a small piece of information which is sent to your browser and

stored on your computer's hard drive. Cookies do not damage your computer. You can set your browser to notify you when you receive a cookie. This enables you to decide if you want to accept it or not.

We also use your IP address to help diagnose problems with our server and to administer our website. An IP address is a numeric code that identifies your computer on a network, or in this case, the Internet. Your IP address is also used to gather broad demographic information, such as determining how many of our visitors are from outside of the UK.

We may also perform IP lookups to determine which domain you are coming from (ie: aol.com, yourcompany.com) to more accurately gauge our users' demographics.

Disclosure of your Personal Data

We do not share, sell or distribute your Personal Data with unrelated third parties, except as otherwise provided for in this Privacy Policy and under these limited circumstances:-

- In order to provide you with the Resource and information or other training which you have requested, Personal Data will be transferred or shared between Wolverhampton University and Sandwell PCT and also West Midlands Strategic Health Authority in accordance with the purposes for which the data was originally collected or for purposes to which you have subsequently consented.
- We may share, transfer or disclose the information in our databases and server logs to comply with a legal requirement, for the administration of justice, interacting with anti-fraud databases, to protect your vital interests, to protect the security or integrity of our databases or this website, to take precautions against legal liability, or in the event of our sale, merger, reorganisation, dissolution or similar event.

Data Access and Corrections

We comply with your rights as a data subject under the Data Protection Act 1998. Requests to delete Personal Data are subject to any applicable legal and ethical reporting or document retention obligations imposed on us.

Links to other websites

This website may contain hyperlinks to websites that are not operated by us. These hyperlinks are provided for your reference and convenience only and do not imply any endorsement of the activities of these third-party websites or any association with their operators. We do not control these websites and are not responsible for their data or privacy practices. We urge you to review any privacy policy posted on any site you visit before using the site or providing any Personal Data about yourself.

Governing Law

This Privacy Policy forms part of our website Terms of Use (INSERT LINK PLEASE) and as such shall be governed by and construed in accordance with the laws of England & Wales without regard to any conflict of laws provisions.

TERMS OF USE

Definitions

This website (“website”) is jointly operated by Wolverhampton University and Sandwell PCT. The terms “we”, “us”, “our” and “ours” when used in these Terms of Use means Wolverhampton University. The terms “you”, “your” and “yours” when used in these Terms of Use means any user of this website.

Agreement

Access to and use of this website and the information, materials and training available (“Resource”) through this website are subject to all applicable laws and regulations and to these Terms of Use.

By accessing this website, you agree to these Terms of Use so if you do not agree, please exit this website.

Disclaimer

This website is for information and evaluation purposes only. Your use of the Resources is voluntary and you should not use the Resources as a substitute for independent professional advice.

Ownership

Unless otherwise indicated, this website and all aspects of it or related to it are protected under applicable copyrights, trademarks and other proprietary (including, but not limited to, intellectual property) rights and are the property of us or the material is included with the permission of its rights owner and is protected pursuant to copyright and trademark laws. ALL RIGHTS RESERVED.

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Hyperlink Disclaimer

This website may contain links to other websites maintained by us in addition to links to websites maintained by unrelated parties (“third party website”). An advertisement of, or link to, a third party website does not mean that we approve, endorse or accept any responsibility for that third party website, its content or use, or the use of products and services made available through such third party website.

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Data Protection Consent

By agreeing to these Terms of Use, you agree to the terms of our Privacy Statement . We reserve the right to monitor your communications with us whether by mail, voice, fax, e-mail or any other form of transmission for the purposes of quality control, security and other business needs. Notwithstanding the foregoing, all Personal Data provided to us as a result of this website will be handled in accordance with our Privacy Policy.

No Warranties

THIS SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT AND HEREBY DISCLAIM (A) ALL WARRANTIES OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE OPERATION OR AVAILABILITY OF THIS SITE OR ANY PART OF IT; (C) WARRANTIES RELATING TO THE USE, VALIDITY, ACCURACY OR RELIABILITY OF, OR THE RESULTS OF THE USE OF THIS SITE OR ANY INFORMATION PUBLISHED ON THIS SITE; AND (E) WARRANTIES RELATING TO WEB SITES TO WHICH THIS SITE IS LINKED.

It is your responsibility to evaluate (or take professional advice on) the accuracy and completeness of all information, statements, opinions and other material on this website or any website with which it is linked. We do not seek to exclude or limit liability for fraudulent misrepresentation. Your statutory rights as a consumer, if any, are not affected hereby.

Exclusion of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW WE EXCLUDE LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY A VIRUS, LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS WEBSITE OR ANY WEBSITE WITH WHICH IT IS LINKED. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACK UP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR ENFORCEABLE FOR ANY REASON, THEN OUR AGGREGATE LIABILITY UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED, SHALL NOT EXCEED 100 POUNDS STERLING. WE DO NOT SEEK TO EXCLUDE OR LIMIT LIABILITY FOR FRAUDULENT MISREPRESENTATION.

Modification and Discontinuation

We reserve the right at any time and from time to time to modify, edit, delete, suspend or discontinue, temporarily or permanently this website (or any portion thereof) and/or the information, materials and/or services available through this website (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of this website.

Entire Understanding

These Terms of Use contain the entire understanding between you and us with respect to this website and no representation, statement, inducement oral or written, not contained herein shall bind any party to this agreement. Our failure to enforce any provision of these Terms of Use shall not be deemed a waiver of such provision nor of the right to enforce such provision. If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of these Terms of Use shall remain in full force and effect.

Law & Jurisdiction

The website is operated under the laws of England & Wales and all disputes shall be submitted to the courts of England & Wales.

