

## Trauma Care Website Terms and Conditions

Trauma Care is a charity registered in the UK, Number 1078780. Our office is Nuffield House, Mindelsohn Way, Birmingham, B15 2TH. For general queries and questions relating to data protection, please contact [traumacareadmin@uhb.nhs.uk](mailto:traumacareadmin@uhb.nhs.uk).

Your use of this website means that you agree to these terms of use. If you do not agree to these terms of use, do not use the site. These terms are used in addition with the Privacy Policy and Cookies. You agree to abide by the rules, laws and regulations as set by our legal team. Breach, misconduct, false information, deceit, misuse of our products or fabricating documents, will most certainly result in termination of your membership and also exclusion from the website and disciplinary authorities informed. We also make random security / verification checks to ensure users identity when using protected titles such as Paramedic, Social Worker, Physiotherapist and Doctor. This includes checking professional registers such as the HCPC, GMC and NMC.

### Communications Policy

The Trauma Care website or app may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities. These are designed to enable you to communicate with the company, members and the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using the Trauma Care website, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of other members, the public and employees of the company.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information on either Trauma Care or websites associated such as Facebook or twitter.
- Act in such a way with unreasonable tone or behaviour or use the feedback forms to be rude, disrespectful, non constructive or act in an unprofessional manner. This behaviour will result in you being asked to stop using all our services and a refund proportionate to your usage being applied based on any money paid within the 12 month period.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer or storage space.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.

- Fraud. Under no circumstances will we reimburse requests in the event of fraud or misrepresentation by the buyer. In addition, fees will not be refundable in cases of fraud.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations regarding web businesses in the UK.

In receipt of your consent in line with our Privacy Policy, Trauma Care will from time to time send you emails or update newsletters regarding changes to our system with offers and features that may be of interest. You have the option to opt out of this communication by unsubscribing to them.

### **Purchase, Discounts, Refunds & Cancellation Statement**

Trauma Care does not store information in respect of our customers financial details or payment method. These details are held and governed by third party banking organisations such as Paypal Business and GoCardless limited. We also never make your details available to any third parties without your prior written consent.

Trauma Care reserves the right at any time in its sole discretion to cancel, modify or supersede any discount voucher or code or competition, in its sole discretion, that the discount / competition is no longer valid or is likely not to be capable of being conducted fairly or as specified within these terms and conditions due to events beyond its control (including, without limitation, a virus, a computer bug or unauthorised human intervention or any other cause beyond the reasonable control of Trauma Care or its partner agencies. They hold no responsibility and make any decision in the interest that the decision to continue with the offer / discount could corrupt or affect the administration, security, impartiality, business operation, fair trade or normal course of the competition or discount offer. Membership that is offered using a discount code or discount direct debit will be modified for the recurring yearly payments. This does not affect your rights. The second year of membership will be charged at the full price of your original membership level.

Trauma Care utilises a continuous payment authority or recurring payment. This is where you give us permission to take credit from your bank, debit or credit card – whenever your membership is due. You can cancel your subscription at any time by contacting Trauma Care in writing. You may still be emailed reminders even if you have a recurring payment as a reminder that your subscription may be due.

You must note that if you cancel a direct debit or recurring card payment, your membership will be terminated at the end of the agreed payment term. This will either be monthly or annually depending upon your plan. You will have a period of 7 days after this period to extract your information from our system before your account is permanently deleted.

Our Direct Debit Guarantee applies to all Direct Debits taken by Trauma Care. It protects you in the rare event that there is an error in the payment of your Direct Debit. The Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits. If there are any changes to the amount, date or frequency of your Direct Debit the organisation will notify you (normally 10 working days) in advance of your account being debited or as otherwise agreed. If you request Trauma Care or its advocate to collect a payment, confirmation of the amount and date will be given to you at the time of the request. If an error is made in the payment of your Direct Debit, by the organisation

or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund you are not entitled to, you must pay it back when the organisation asks you to. You can cancel a Direct Debit at any time by simply contacting your bank or building society or by contacting Trauma Care. Written confirmation may be required by email from your registered email address. Please also notify Trauma Care should you wish to make payment with an alternative method. Take a look at our handy Direct Debit Guarantee leaflet which summarises the benefits of Direct Debit and gives details of the Guarantee.

If you cancel the direct debit or PayPal payment during your activated membership period, no refund will be given. If you decide to continue using Trauma Care without the recurring payment options, then you will be re-enrolled immediately into a new 12-month membership period and will be required to pay the full membership fee from the period that the direct debit or PayPal payment was cancelled.

You can cancel your membership at anytime you need within your 12 months initial membership period. We understand that the membership package is not suited for everyone and thus will refund 100% within 14 days of payment submission. After this time, no refund will be processed as admin costs and fees are associated with account creation, secure HTTPS link generation and reserved allocated service space.

Information contained within your profile will be deleted upon written request of the member or after 1 month has lapsed pending non-renewal of the Trauma Care membership. After 12 months, all previous submissions will be destroyed using secure data destroying software. This is to conform with UK data protection laws and information governance. This period may be less than 1 month depending on server space or demand for space occupied by members who are no longer a paying customer.

Trauma Care does not accept any liability for any loss or damage suffered by any user as a result of any such decision. You grant that any reliance upon any such opinion, advice, statement or information shall be at your sole risk by accepting and maintaining our membership packages, mobile applications and viewing our services and information provided online.

## **Environmental Policy**

Here at Trauma Care, we are conscious of the environment. We are 85% Digital which means that all our staff use electronic media such as Laptops, iPhones, iPads and MacBooks to both read and distribute internal and external media. Our carbon footprint is always on our conscience and that why we have hot desks at various offices rather than consuming unnecessary electricity, gas and water.

Our letterheads, compliment slips, business cards, flyers etc are designed and printed in house where possible, as and when these are required. This reduces the possibilities of wasted supplies that may arise with updating company details, contacts etc. It also helps to reduce storage space enabling a smaller and cleaner office environment. It further reduces a flammable fire hazard too. We use non-window envelopes where possible thus enabling full recycling, which is not possible with windowed envelopes.

Where possible:

- Our work is carried out online and by email where possible, reducing the unnecessary printing of documents thus saving paper, toner and power.
- We send electronic files to our clients where possible rather than hard copy prints.
- We recycle all possible materials received and used, be it paper, cardboard, print cartridges or any other recyclable product used in the line of business.
- We do not print emails or correspondence unnecessarily.
- ...and we always remain constantly environmentally aware of the day to day running of our

## Legal Policy

Trauma Care reserves the right, in its sole discretion, to terminate your access to this internet Web Site and the related services or any portion thereof at any time, without notice. GENERAL to the maximum extent permitted by law, this agreement is governed by the laws of the UK, Canada and the USA. You hereby consent to the exclusive jurisdiction in the UK, USA and Canada in all disputes arising out of or relating to the use of the Trauma Care Website.

Use of the Trauma Care website is unauthorised in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no unauthorised joint venture, joint partnership, employment, or agency relationship exists between you and Trauma Care as a result of this agreement or use of the Trauma Care network. Trauma Care and its performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Trauma Care right to comply with governmental, court and law enforcement requests or requirements relating to your use of the internet site ([www.traumacare.org.uk](http://www.traumacare.org.uk)) or information provided to or gathered by Trauma Care with respect to such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Trauma Care with respect to the associated online Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Trauma Care.

A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

The Trauma Care logo is a trademark belonging to the charity so no replication, use or copyright is allowed without prior written authorisation or and allowance from the company or directors. Use of such trademark may result in infringement. See Trademark Infringement.

## Social Media Policy

Trauma Care is in compliance with fair use specified under the Digital Millennium Copyright Act ("DMCA"). We are strictly a non-commercial educational website. Most of the materials posted on our social media channels are licensed by the respective institutes under a Creative Commons License. But, it is our policy to respond to any complaint or infringement notices and take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws within the UK, USA and Canada.

What to do if you as a publisher or its agent wants to remove certain content from this website or Social Media Channels?

Please note that both this website and our own social media channels do not host/upload any illegal files on our local or remote servers. It is only a collection of user submitted information and information from the internet using legal searching techniques including Google and Bing. However, we offer a service to remove content from the website if the copyright holder requests so. These removal requests are only valid if:

- You are, or your company is, the copyright holder of the content in question. (proof is required)
- You provide the exact links to the content.
- You provide the complete name(s) of the content in question.
- You provide complete contact information (including the name and phone number of the contact person), not a general mail address or PO box.
- If your request complies with all of above information, you can contact us by e-mail at the following link: DATA MANAGER.

Our Social Media Promise: Use common sense: There is no such thing as a "private" social media site. Search engines can find old posts and comments that you thought you deleted can be found and forwarded. If you are unsure of whether you can or should post specific information, err on the side of caution and get verbal or written approval from your direct supervisor. Or, simply don't post it.

Maintain confidentiality: We not disclose any information that is confidential, personal or proprietary to social media channels.

Be accurate: Communications on our social media channels should be based on current, accurate, complete, and relevant data. Linking to a source that works best. We do not post or forward information that is or could be perceived as fabricated or untrue, unconfirmed, or deceptive. If we accidentally post inaccurate information, we will endeavour to correct it quickly and publicly, thereby maintaining our respect and credibility. Some educational posts are third party and also we try to ensure these are a good source or education. Your practice or underpinning knowledge should not rely solely on such information.

## Best Practice Policy

Post informative and educational content and participate in social media networking activities.

Whilst every effort has been made to ensure the accuracy of information contained within our website and social media channels, clinical practice and information regarding best practice moves on rapidly. No real patient should be treated unfairly upon the information contained within the information, courses or posts on Trauma Care. Information published is intended to encourage further reading and extended study leading to effective documenting of continuing professional development and maintaining a personal approach to lifelong learning.

Individuals should seek professional study before delegating or making any clinical decisions that they may be called upon in practice and should be qualified and competent with any skill or application that they adopt within their practice settings. This ensures skills, knowledge and procedures that are guided by the most up-to-date polices and information are current, both evidence and research based, and do not put the patient at risk of harm or malpractice.

No liability is accepted by Trauma Care or the publishers / presenter, for errors or harm caused due to people following instructions provided by information published. Anyone practicing a skill or procedure must be competent, qualified and carry out their role within their employed scope of practice.

Be relevant and respectful: The use of social media is not meant as a platform to 'spam'. Rather, it is a vehicle through which you achieve your own goals while helping others. Maintain composure if you disagree with someone else's statement, including those about our company or its associates including paid adverts or those written by competitors, by being constructive and respectful. Keep comments and posts focused on the topic. Ask yourself, "Am I adding value to this post?"

Under no circumstances is it appropriate to enter into discussions that are religious, sexual, racially motivated, political or offensive to anyone in any way. Anyone posting such content will be reported, and banned from our social media sites and may have membership from Trauma Care revoked under such policy.

Trauma Care has a zero-tolerance policy for such behaviour across the company, and members / followers who fail to comply will be dealt with swiftly with little chance to negotiate excuses.

We expect all who participate in social media on behalf of Trauma Care and/or on a personal level to fully understand our social media policy and to adhere to its specifications. Failure to do so could put your future participation or membership at risk. These guidelines will continually evolve as new technologies and social networking tools emerge; it is your responsibility to periodically check back to make sure you're up to date.

## **Public Information**

Titles such as Doctor, Nurse, Social Worker, Paramedic and Midwife are protected which means all Health and Social Care Professionals have to be registered with a governing body. Registration enables professionals to use titles such as Radiographer and Operating Department Practitioner, a minimum standard of skills and training is recognised. Registration also reassures the public that they are being given a high standard of care by healthcare professionals. In the near future such registration is likely

to also affect the standard for healthcare support staff such as Emergency Medical Technicians, Assistant Practitioners and Healthcare Assistants.

Trauma Care has been developed and created to support and help members develop and progress during their professional and academic careers. It is becoming more frequent now for Universities and Higher Educational establishments to offer programmes that allows integration via diploma and degrees into health and social care careers. When training and education establishments create the curriculum, they have to be approved through the university accreditation system and by the Health and Care Professions Council (HCPC) or other governing bodies. This is to ensure the qualification offered by the university is at the required standard for a healthcare professional to become registered and gain authorisation to practice.

As a member of the public you have a right to expect that when you are attended by a healthcare professional that the individual caring for you is a legitimate professional registered with a governing body and providing the level of care you warrant. Governing bodies make publicly obtainable a facility to check a healthcare professional providing your care is registered to practice and using their title officially.

Use of protected titles within Trauma Care is governed by strict regulation and members using such titles without entitlement will be reported to the relevant authority. This is again to protect public interest something we here at Trauma Care take seriously.

### **Mobile Application Policy**

Use of the app is only accessible after accepting the terms and conditions of the app. Download the terms and conditions here or access in the settings menu of the app. When you first register the app, if you are not already a member of Trauma Care, you will need to register via the website ([www.traumacare.org.uk](http://www.traumacare.org.uk)).

### **DISCLAIMER**

Material contained and displayed on this website and our social media channels is for general information and education purposes only and is not intended to be relied upon by individual users or members in making (or refraining from making) any specific professional or certified decision. Appropriate autonomous advice should be obtained before making any such decisions or a consultation with your employer or clinical / supervising lead. All content is from public domain and is available free when searching the web. This also includes links to and from other companies and service providers.

Trauma Care does not accept any liability for any loss or damage suffered by any user as a result of any such decision. You grant that any reliance upon any such opinion, advice, statement or information shall be at your sole risk by accepting our cookie policy, membership packages and services provided both online and at events.