

RCGP Revalidation ePortfolio

Terms and Conditions - version 7.0 (March 2014)

1. General

The following terms and conditions and disclaimer apply to the access and use of the RCGP Revalidation ePortfolio.

Please read and pay careful attention to these [Terms and Conditions](#). By accessing and using the RCGP Revalidation ePortfolio you are agreeing to the following terms and conditions from the date you first use the RCGP Revalidation ePortfolio. We may change these terms and conditions and, when they are changed, we will post a notification of revisions on the Revalidation ePortfolio login screen.

You agree to use the RCGP Revalidation ePortfolio and associated materials only for lawful purposes related to your involvement in the appraisal and revalidation process. You must use the RCGP Revalidation ePortfolio in a way that does not infringe the rights of, restrict, or inhibit the use and enjoyment of the RCGP Revalidation ePortfolio. Such restriction or inhibition includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person, and the transmission of obscene or offensive content or disruption of normal flow of dialogue within the RCGP Revalidation ePortfolio.

2. Governing Law and Jurisdiction

To the fullest extent permitted by law, these conditions shall be governed by and construed in accordance with the laws of England and Wales. Those who use the RCGP Revalidation ePortfolio thereby agree to submit to the exclusive jurisdiction of the English Courts, save where it is necessary for enforcement to bring proceedings outside of England.

3. Access

All users must register with the RCGP in accordance with our access and privacy policies. Access to the RCGP Revalidation ePortfolio is subject to certain access controls. The RCGP does not guarantee that access will be uninterrupted or available at all times. The RCGP reserves the right to discontinue the RCGP Revalidation ePortfolio service (See section 14 below). Your access may be withdrawn at the sole discretion of the RCGP at any time, without notice, penalty or

refund, if the RCGP considers that you have failed to comply with these Terms and Conditions. Access to the RCGP Revalidation ePortfolio is provided at the sole discretion of the RCGP to authorised users in accordance with its access policy.

4. Appraisal Functionality

Users who are not connected to a registered Primary Care Organisation (PCO) or Designated Body, whether member or non member, will not be able to use the RCGP Revalidation ePortfolio's full appraisal functionality. Full appraisal functionality requires a user be allocated an Appraiser, which can only be done by their PCO or Designated Body. Once an Appraiser has been allocated and the Appraiser has made the electronic connection to the PCO or designated body, that Appraiser is then able to review and sign off the contents of the user's ePortfolio. Users who are not able to use the full appraisal functionality can manually close down their appraisal year. Upon manual closure of an appraisal year, any supporting information relating to that year will be stored in summary format. The RCGP cannot be held responsible for a PCO or Designated Body being unavailable or failing to carry out their duties where they relate to administrative functionality. Additionally, the RCGP cannot be held responsible if a PCO or Designated Body terminates their registration on the tool, and will not be in a position to take on the administrative functions of that PCO or Designated Body. However, in isolated incidents, the RCGP reserves the right to override PCO or Designated Body administrative functionality where we deem that an organisation's actions or lack of actions are detrimental to the reputation of the system.

5. Accounts and passwords

Your right of access is personal to you, for as long as we continue to provide such access. Personal account details must not be shared, and you are responsible for keeping your details confidential and secure and preventing unauthorised access to your account. You accept responsibility for all activities that occur under your account or password.

6. Non member subscription

The RCGP Revalidation ePortfolio is included as part of the benefits package for RCGP members, including associate and international members. Non members can use the RCGP Revalidation ePortfolio upon payment of a subscription fee. A pro-rata cost, based on annual quarters, is available to subscribers who have not purchased a subscription previously. Thereafter payment must be made for a full

appraisal year (1st April to the 31st March), regardless of when during the appraisal year the renewal is made. In the event that payment is not made, non members will be granted read-only access to their ePortfolio until payment is made. Non members who are not connected to a registered PCO or Designated Body can purchase an access subscription, but will not be able to use the tool's full appraisal functionality. Payment will not be reimbursed to non members in the event that their PCO or Designated Body ceases to use the system. Non members who have been assigned the role of Appraiser, Lead Appraiser or Responsible Officer by a registered PCO or Designated Body will be able to use the tool's Appraiser, Lead Appraiser or Responsible Officer functions free of charge.

From time to time, the product may be temporarily unavailable due to maintenance or unforeseen technical issues. However, if we are unable to supply access rights during the agreed term of a subscription for a prolonged period, due to events within our reasonable control, we will inform non member subscribers as soon as possible and provide a pro rata refund.

To the fullest extent permitted by law, we will not be liable for any other direct or indirect losses, nor any losses caused as a result of not being able to supply non members with access to the ePortfolio for all or any part of the period of subscription. This does not affect the statutory rights of non members.

The College may at its sole discretion accept or decline a request to purchase subscription to the RCGP Revalidation ePortfolio.

Payment will be processed by the College (or an agent) and the College or its agent will confirm via an email once a payment is validated.

A binding contract, conditional upon these Terms and Conditions, comes into effect between the College and subscribed user once a subscription confirmation has been received in the email account of the email address supplied for confirmation of purchase.

If a non member has purchased a RCGP Revalidation ePortfolio subscription from the College as a consumer and should wish to cancel their subscription, they can do so within seven days of receipt of confirmation of purchase by notifying us at info@rcgp.org.uk

7. Intellectual property rights

Other than where it has incorporated templates developed by third parties, the College has developed and created the content, layout, design, data, and graphics in the RCGP Revalidation ePortfolio. These materials are protected by UK and

international copyright and intellectual property laws. Unless expressly stated otherwise, none of these materials may be reproduced, copied, or otherwise incorporated into or saved in any other website, electronic retrieval system, publication, or any other work in any form (whether hard copy, electronic, or other).

You agree not to adapt, modify, or create any derivative work from any material contained in the RCGP Revalidation ePortfolio, or to use the material for any purpose other than your personal, non-commercial use. Framing of the RCGP Revalidation ePortfolio or any part of it is not permitted.

You may print a single copy or download extracts of pages from the RCGP Revalidation ePortfolio for your personal use which must be related to the GP revalidation process.

8. Trade marks

Trade marks and logos displayed on the RCGP Revalidation ePortfolio site are the trade marks of the RCGP and its Licensors and Partners. Any use of RCGP trade marks (other than incidental use arising from printing or downloading extracts) is strictly prohibited without express written consent from the RCGP.

9. Personal data and privacy

Your personal information which you enter into the Revalidation Portfolio will be processed in accordance with the Data Protection Act 1998. Information about appraisal and revalidation is confidential and only those with a legitimate right should access it. When connected to a registered PCO or Designated Body, access to your appraisal and revalidation information is limited to the Appraiser, Appraiser (including subsequent Appraisers), Lead Appraiser and Responsible Officer as well as PCO or Designated Body officers for administrative purposes. We understand that the GMC may request, from PCOs, access to an individual's appraisal and revalidation information in some circumstances. The RCGP will have access to your appraisal and revalidation information, as well as activity log data, for quality management and query investigation by the helpdesk purposes, and to ensure compliance with these Terms and Conditions. Additionally, your local PCO or Designated Body will have access to your appraisal and revalidation information for administrative¹ and quality assurance processes. By uploading anonymised case

¹ PCO and Designated Body Administrators are given access to data concerning GPs on the Revalidation

notes, reviews, research and other material you agree that those who have lawful access to this site and to your material are entitled to use that material for appraisal and revalidation purposes. Appraisers, Lead Appraisers, PCOs and Designated Body officers and Responsible Officers (and named deputies) have been informed by the RCGP of their responsibility for your personal data. Appraisal and revalidation information will not be disclosed to parties who do not have a legitimate involvement in the revalidation process. The RCGP will comply with access requests for appraisal and revalidation information from those with a legal right to obtain it. The RCGP will only share activity log data with an outside organisation on the request of the subject. Activity log data can be provided for up to a period of one month prior to the point at which the request is actioned.

If you cease to use the Revalidation portfolio for a period of 7 years, your data will be removed from the RCGP data stores.

If you have any queries about this please contact the College's ePortfolio Manager, Jamie Meecham at 30 Euston Square, London NW1 2FB email Jamie.meecham@rcgp.org.uk

You are completely responsible for obtaining any applicable consent (including any explicit consent to sensitive personal data or informed consent in the case of any clinical or patient related data) for material which is included with in your portfolio. Identifiable information where it relates to patients and colleagues must be not be uploaded to the portfolio.

10. External Links

The RCGP Revalidation ePortfolio contain links which may take you to external websites and documents. Links are provided for your convenience, and inclusion of any link does not imply endorsement or approval of the linked website, its operator or its content, and we are not responsible for the content of any linked website (with the exception of RCGP website).

ePortfolio on the understanding that they are responsible for ensuring it is processed in accordance with the Data Protection Act 1998. This includes ensuring that the information is kept securely, not disclosed to anyone else without the express permission of the GP concerned and destroyed in a confidential manner when it is no longer required or in any case, after seven years.

11. Malicious Content

You are prohibited from knowingly uploading any files that contain any malicious content, including spyware, malware, viruses, worms, Trojans, or any other files that will disrupt or adversely affect the operation of the RCGP Revalidation ePortfolio. Deliberate uploading of malicious content will result in possible referral to the GMC or appropriate regulatory body and/or employing organisation. We make reasonable efforts to check and test material at all stages of production for malicious content, but we cannot guarantee our material to be free of malicious content. You are advised to run programs that scan for malicious content on all material downloaded from the internet, including that in the RCGP Revalidation ePortfolio. We cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from this website.

12. Events Beyond Our Reasonable Control

To the fullest extent permissible by law, we will not be held responsible for any delay or failure to comply with our obligations under these conditions if such delay or failure arises from any reasons of Force Majeure, which shall include any default due to an event beyond our reasonable control.

13. Alteration of Service or Amendments to Conditions

We reserve the right to make changes to our websites, policies and terms and conditions at any time. You shall be subject to the policies, terms and conditions in force at the time that you use the website. If any of these conditions are deemed invalid, void or unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any other condition.

14. Termination

We also specifically reserve the right to withdraw the RCGP Revalidation ePortfolio partially, completely or provide an alternative Revalidation ePortfolio through a third party supplier . In these circumstances, RCGP will:

- (i) Repay on a pro rata basis any subscription fee paid to access the service in the event that no other viable Revalidation ePortfolio is offered; and
- (ii) Contact all users in reasonable time to ensure that they can retrieve any data relating to them and to ensure the safe keeping of records

and information uploaded by them to this site.

- (iii) In the event of moving to a third party supplier the RCGP will ensure the alternative Revalidation ePortfolio is viable and meets the requirements set out by the GMC in respect to Revalidation.
- (iv) In the event of moving to a third party supplier the subscription fee paid will be valid until the end of the appraisal year with the new supplier and no refund will be offered.
- (v) In the event of moving to a third party supplier the RCGP will ensure that all data pertinent to the users will be transferred to the new supplier in a safe, secure manner and in accordance with all legal requirements.

15. Complaints and Feedback

If you have any complaints or feedback and wish to contact us please email the RCGP Customer Service Centre (info@rcgp.org.uk).

16. Disclaimer and Waiver

The RCGP Revalidation ePortfolio and all materials relating to RCGP information, products and services (or to third party information, products and services), displayed on the RCGP website are provided 'as is', without any guarantee, condition or warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the maximum extent permitted by law, RCGP expressly excludes the following:

- All conditions, terms and warranties implied by statute or by common law;
- Any liability for direct, indirect or consequential loss or damage arising from the use of this website (or any website linked to it), or from non-availability, partial or complete suspension or withdrawal of the site or from any reliance or use of material or content featured on it, including (but not limited to):
 - (i) loss of income, revenue or profit;
 - (ii) loss of business or anticipated business;
 - (iii) loss of goodwill

- (iv) loss of or damage to any CPD record (including any failure to successfully complete an appraisal or be recommended for revalidation) or clinical data;
- (v) loss of or damage to any relationship with patients, fellow clinical professionals, the Department of Health, the GMC or any regulator or employer. Whether caused by breach of contract or negligence RCGP does not seek to exclude its liability for death or personal injury caused by its negligence, nor for any liability caused by any fraud or other liability (including direct financial loss or tangible damage to property) not capable of exclusion by law.