

Health Family Single e-Commercial System Terms of Use for all users

Health Family eCommercial System

Terms of Use for all supplier users

The Department of Health and Social Care (**DHSC**), its companies, arm's length organisations and NHS organisations across the health system (**Health Family**) use the Health Family eCommercial System (**System**) to advertise and manage procurement opportunities, manage contracts and manage supplier interaction. The System is provided by Atamis Ltd (**Atamis**) and licensed to DHSC and participating members of the Health Family. Technical support and maintenance of the System is provided by Atamis Ltd.

This page (**Terms of Use**) sets out the terms and conditions for all supplier users (both non-registered and registered supplier users) (from now on referred to as "**you**") accessing the System for viewing and accessing contract opportunities at <https://health-family.force.com/s/Welcome> (**Homepage**).

You must agree to these Terms of Use to access and use the System for such purposes. You agree to be bound by, and must observe and comply with, these Terms of Use at all times when using the System.

In these Terms of Use, any phrase introduced by the terms "including", "include", "in particular" or any similar expression is illustrative and does not limit the sense of the other words in the phrase. Terms defined in these Terms of Use like (**This**) or ("**this**"), or similar, have the meanings given to them. Terms defined in these Terms of Use have the meaning given to them wherever they are used in these Terms of Use, even if the definition is at the end of these Terms of Use and the term is used earlier in the text.

1. Who we are

1.1 The System is managed by the DHSC (from now on referred to as "**we**") for its own use and on behalf of the Health Family

2. Using the System

2.1 Access to and use of the System, by you, in any way, shall be subject to you at all times observing and complying with these Terms of Use.

2.2 You agree to use the System services for lawful purposes only. You must also use it in a way that does not infringe any of the rights of, or restrict or inhibit the use and enjoyment of, the System by anyone else. You must also use it in a way that complies with all applicable laws, regulations and codes of practice in England and Wales or other jurisdiction from which you access the System.

2.3 If you do not fully observe and fully comply with these Terms of Use we may exercise any rights and remedies lawfully available to us, including the rights and remedies which are explicitly reserved in these Terms of Use. This includes rights to block or suspend your access to or use of the Public Website, and rights to share any information available to us with any relevant third party including the organisations that you work with or for, as well as regulators, law enforcers and prosecuting authorities.

2.4 The System may be updated at any time and without notice, and we may change or remove content at any time and without notice.

3. Services and transactions

Health Family Single e-Commercial System

Terms of Use for all users

- 3.1 You can personally, by human interaction via a browser application, use the links and textual content published by us on the public website at or from the Homepage (**Public Website**) as a potential supplier to search for contract opportunities added to the System by DHSC or members of the Health Family. This is available to unregistered as well as registered users.
- 3.2 Any published notices will be managed by DHSC or a relevant member of the Health Family.
- 3.3 Access to and use of some services on the System require user registration and you must not access or use them unless you are a Registered User. There are separate terms of use which apply to registered users (**TOUs for Registered Users**). You must read and accept those separate terms of use as part of the registration process 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 TOUs for Registered Users, then the provisions of the TOUs for Registered Users shall take precedence over these Terms of Use.

4. Linking to the System

- 4.1 We welcome and encourage other website operators to link to the Public Website.
- 4.2 You must contact support-health@atamis.co.uk for permission if you want to:
 - 4.2.1 charge your website's users to click on a link to any page on the Public Website;
 - 4.2.2 say your website is associated with or endorsed by DHSC or a member of the Health Family; or
 - 4.2.3 integrate with, deep link into, or in any other way access or use the System otherwise than via the Public Website.

5. Linking from the System

- 5.1 The Public Website may include hyperlinks to other websites or applications that are managed by DHSC, a member of the Health Family, other Government Departments, their respective service providers, or other organisations (**Third Party Websites**). We do not have any control over the content on Third Party Websites.
- 5.2 We have no responsibility whatsoever for, or liability (including for any loss, damage, damages or costs) whatsoever for or in respect of, any Third Party Websites (including those that they directly or indirectly link to or embed) (such websites and applications, and the Third Party Websites together being "**Other Websites**"), including:
 - 5.2.1 any of the content of the Other Websites, including where the content is as described in condition 6.5 below;
 - 5.2.2 any information you give to any Other Websites, or which they obtain from or via you;
 - 5.2.3 your access to or use of the Other Websites.
- 5.3 You agree to release us and each member of the Health Family from any claims or disputes that may arise from access or use of any Other Websites.

Health Family Single e-Commercial System

Terms of Use for all users

5.4 Your use of each Other Website is subject to the terms of use, licences, cookie notices and data protection privacy or information notices published or imposed by or in relation to each Other Website. You should find and read all applicable terms and conditions, licences and notices before you use the Other Websites.

6. Using content on or from the Public Website

6.1 Except where condition 6.2, below, applies, content published by us or by members of the Health Family on the Public Website (**Content**) may be subject to [Crown copyright protection](#) and published under the [Open Government Licence \(OGL\)](#). You may reproduce content published on the Public Website under the OGL so long as you observe and comply with the OGL licence conditions.

6.2 Some Content is exempt from the OGL: see the [list of exemptions](#) (**Exempt Content**). You may not use any Exempt Content except for:

6.2.1 viewing (but not reproducing or otherwise using) the content as presented on the Public Website;

6.2.2 to the limited extent stated (if at all) in the following condition 6.3, which must be read and construed narrowly.

6.3 If any author or copyright holder of Content is credited on the Public Website as being the author or owner of any Content, you may not use the relevant Content (except to the extent stated in condition 6.2.1 above) without the prior written permission of the author or owner.

6.4 If you wish to use Content that is Crown copyright and licensed under the OGL for purposes which are outside the OGL, or if you wish to use Exempt Content for purposes which are outside the scope of condition 6.2.1 above, you must not use the relevant Content until you have identified the author or copyright owner and obtained a licence from them authorising your intended use.

6.5 The Content may be available for use via Other Websites through feeds to those Other Websites. Those Other Websites are not our products, and they might use versions of Content that have been edited and/or stored and not updated since being placed in storage.

6.6 The most up to date version of the Content can be found on the Public Website.

7. Acceptable Use

7.1 This section describes prohibited uses of the Public Website and the System. The examples described are not exhaustive.

7.2 The Public Website provides OFFICIAL services to enable users to engage with procurement processes operated by the DHSC and members of the Health Family. Provision of access to the Public Website is subject to business need.

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

8.1 You may not use, encourage, promote, facilitate or instruct others to use the Facilities for any illegal, harmful, fraudulent, infringing or offensive purposes, or to transmit,

Health Family Single e-Commercial System Terms of Use for all users

store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Prohibited activities 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, the operations or reputation of any members of the Health Family, and 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 any person;
- 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
- 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.

9. No Security Violations

- 9.1 You may not use the Facilities 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 Facilities 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 on, in or via the Facilities 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 Facilities or operates on or via the Facilities to achieve such outcome on other facilities;
 - 10.1.2 denial of service (DoS): inundating the Facilities or (operating on or via the Facilities) other facilities with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective, and including any attempt to overload any target by mail bombing, news bombing, broadcast attacks, or flooding techniques;

Health Family Single e-Commercial System Terms of Use for all users

10.1.3 intentional interference: interfering with the proper functioning of any Facilities or (operating on or via the Facilities) any other facilities;

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

10.1.5 avoiding system restrictions: using manual or electronic means to avoid any use limitations placed on the Facilities or (operating on or via the Facilities) other facilities, such as access and storage restrictions.

11. Monitoring and Enforcement

11.1 We reserve the right (but without obligation) at any time and for any reason (including if we suspect any failure to observe and comply with these Terms of Use or other use or misuse of the Facilities) at our discretion to:

11.1.1 investigate the relevant violations, use or misuse; or

11.1.2 remove, disable access to, or modify any user account, or any Content or resource that violates these Terms of Use or any other agreement;

11.1.3 use any lawful means available to us temporarily or permanently (as we see fit) to suspend your or any other person's access to and/or use of the Facilities (and if we choose to block your access it may affect the ability of other users in your organisation or location to access and/or use the Public Website); and/or

11.1.4 share any relevant information that we have with any relevant person, including information about your use or misuse of the Facilities, infringement of any rights, and failure to observe and comply with these Terms of Use.

11.2 We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, prosecuting authorities, cyber-security groups or other appropriate third parties. Our reporting may include disclosing appropriate browser information. We also may cooperate with appropriate law enforcement agencies, regulators, prosecuting authorities or other appropriate third parties to help with their investigation and/or prosecution or other action in relation to illegal conduct by providing any relevant information.

12. Reporting of Violations of these Terms of Use

12.1 You must immediately notify us if you become aware of any violation of these Terms of Use, security incident, defamation, breach of confidence or infringement of intellectual property relating to the Content, Public Website or other Facilities. You may be asked to (and, if asked, you must) provide us with assistance or to stop or remedy the violation, incident, breach or infringement.

12.2 To report any matter to us, please follow our abuse reporting procedure by contacting support-health@atamis.co.uk.

13. Non-reliance on Content

13.1 By accessing and using the Public Website to search or check for contract opportunities, you agree to take all necessary precautions to assure the integrity of any Content accessed, including checks to verify the Content as well as protection against

Health Family Single e-Commercial System Terms of Use for all users

Viruses. You may not rely on us or members of the Health Family to ensure that the Content (or the outputs that you achieve from using the Content) is or will be complete, accurate or up-to-date, or suitable for your intended purposes.

14. Disclaimer

14.1 While we aim (for our purposes) to keep the System, Public Website and our Content up to date, , the Public Website is provided 'as is' and 'as available', and we do not offer or provide any representations, guarantees, undertakings or warranties, whether express or implied by these Terms of Use, statute, common law or otherwise), that:

14.1.1 the System, Public Website or Content will be secure, available, uninterrupted, or free from Viruses, errors, bugs or other defects; or

14.1.2 that Content or data or information it contains is or will be up-to-date or current, accurate, complete or free from bugs or viruses.

14.2 Information published on the Sytem or Public Website does not constitute advice, and may not be complete, up-to-date or accurate. You should get professional or specialist advice before doing anything on the basis of or in reliance on the Content.

14.3 Except as stated in condition 14.5 below, to the fullest extent permitted by law, we exclude, do not have, and will not accept, any responsibility whatsoever for, or liability (including for any loss, damage, damages or costs) whatsoever to or in relation to you or any person you work with or for, for or in respect of the System, the Public Website, Content or any Other Websites, including the following responsibilities and liabilities:

14.3.1 any direct, indirect or consequential or special or exemplary or contingent or speculative loss or damage;

14.3.2 any loss, damage, damages, fines, costs (including professional fees and expenses) or other liabilities arising from breach of any duty of care (including negligence), breach of contract, breach of statutory duty, misrepresentation, defamation, breach by any person of these Terms of Use or any other contracts, rules or notices that apply in relation to the System, Public Website, Content or Other Websites, or otherwise, or any associated allegations, claims or actions (whether in law or equity);

14.3.3 any allegation, claim or action concerning infringement or alleged infringement by or for us or any member of the Health Family or our suppliers or service providers of any person's rights (including rights of confidence and intellectual property rights), title or interests in or to any Content, software or other intellectual property or material;

14.3.4 the use of or reliance on the System, Public Website, Content or any Other Websites including those that are linked to or from the Public Website or obtain Content from or via the System or Public Website;

14.3.5 the inability to use the System or any Other Websites;

14.3.6 transmission of any Viruses,

and the foregoing applies even if the loss, damage or other liability whatsoever was foreseeable or you advised us that it might happen.

Health Family Single e-Commercial System

Terms of Use for all users

14.4 The exclusion in condition 14.3 includes (but is not limited to) the loss of, damage to or corruption of any of following suffered or incurred by you or any person you work with or for (whether direct or indirect):

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 goodwill or reputation;

14.4.8 tangible property;

14.4.9 intangible property, including any data or information, or any computer system or facilities, hardware, equipment or software; or

14.4.10 wasted management or office time.

14.5 We do not exclude our liability for:

14.5.1 death or personal injury resulting 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 Public Website and from the System. We will set Content so that it is not published on the Public Website:

15.1.1 if necessary to comply with any data subject's exercise of their rights of data subjects under the Data Protection Act 2018;

15.1.2 whilst we investigate, if we receive notice of any allegation that the Content is defamatory, obscene or otherwise contrary to the requirements of these Terms of Use, or that its publication or use on the Public Website or on the System infringes copyright of any person other than us or members of the Health Family;

15.1.3 if the Content is defamatory or infringes the copyright of any person other than us or members of the Health Family.

15.2 In order to ask for Content to be removed you must contact us. You will need to send us the web address (URL) of the Content and explain why you think it should be removed. We will reply to you to confirm whether it will be removed.

Health Family Single e-Commercial System

Terms of Use for all users

15.3 We may choose to remove Content at our discretion; 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](#).

16. Information about you and your visits to the Public Website

16.1 No personal data is collected about you by the Public Website unless you register as a user, although cookies may be used and certain statistical information is available to the DHSC and its service providers. See the Cookies Notice on the Public Website for more information.

17. Viruses, hacking and other offences

17.1 You must not introduce to or via the Content, Public Website or the System or the computing facilities on which they operate or any servers, computer facilities or databases connected to them (**Facilities**) any viruses, ransomware, Trojans, worms, logic bombs, time bombs, cancelbots or any other material which is or may be malicious, intended to operate without user knowledge or consent, or harmful to any person, computing or storage resources, data or information (**Viruses**).

17.2 You must not try to gain unauthorised access to the Facilities (**Access Attacks**).

17.3 You must not try to attack or otherwise affect the Facilities in any way, whether to affect their availability, performance, security or otherwise (**Service Attacks**). This includes denial-of-service attacks.

17.4 We may report any Viruses, Access Attacks or Service Attacks to any relevant regulators or law enforcement authorities and may share any information we have with them.

18. Governing law

18.1 These Terms of Use are governed by and construed in accordance with the laws of England and Wales.

18.2 Any dispute which relates to these Terms of Use, or your use of the Facilities (whether it be contractual or non-contractual), will be subject to the exclusive jurisdiction of the courts of England and Wales.

19. General

19.1 There may be legal notices elsewhere on the Public Website that relate to how you use the site.

19.2 We are not liable if we fail to comply with these Terms of Use because of circumstances beyond our reasonable control.

19.3 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.

19.4 If we decide on one occasion not to enforce a particular right available to us, that will not mean we automatically waive the right on any other occasion.

19.5 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.

**Health Family Single e-Commercial System
Terms of Use for all users**

20. Changes to these Terms of Use

- 20.1** Please check these Terms of Use regularly. We may update them at any time without notice.
- 20.2** If you continue to use the Public Website after these Terms of Use are updated, you will be deemed to accept the changes.

Last updated [27 July 2021]