

Data Protection Statement and Terms and Conditions for use of NHS Supply2Health for registered public users of the alerter service

Section A Terms and Conditions

Section B Data Protection Statement

A. Terms and Conditions for use of NHS Supply2Health by registered public users

1. NHS Supply2Health is a website operated for the Department of Health by the NHS Purchasing and Supply Agency ("the Agency"),
2. Individuals and organisations interested in receiving information regarding current opportunities to tender for the provision of Part B clinical services may register here for an alerter service, which will issue email alerts to subscribers regarding the publication of certain advertisements.
3. Your use of the alerter service is governed by the following terms and conditions ("Terms and Conditions"). If you do not agree with any part of these Terms and Conditions, you should not register for the alerter service. These Terms and Conditions are subject to change at any time and without notice to you. By your continued use of the alerter service, you agree to be bound by the most current version of these Terms and Conditions. Please check the Terms and Conditions regularly for any changes that have been made. If you have any questions please contact us at www.pcc.nhs.uk/supply2health-helpdesk.
4. We will endeavour to offer you the best possible service, but cannot guarantee that the availability of the alerter service or of the NHS Supply2Health Website will be uninterrupted or fault free. Occasionally we will need to carry out essential repairs, maintenance and/or updating of the alerter service and/or NHS Supply2Health Website which may restrict your access to the Website or which may delay the issuing of alerts. Your receipt of email and the sending of alerts may be dependant on third parties over which we have no control.

5. We will not be liable for any damages including, without limitation, any direct, indirect or consequential damages, any damages whatsoever arising from use or inability to use the NHS Supply2Health Website, any loss of data, or any loss of profits, whether in action of contract, negligence or other tortuous action, arising out of or in connection with the use of the alerter service and/or the NHS Supply2Health Website. We do not warrant that the functions contained in the material contained in the NHS Supply2Health Website or alerter service will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the materials. We do not warrant that the alerter service will provide as a definitive record of advertisements placed on the NHS Supply2Health Website and we will not be liable for any failure to send an alert to you in relation to any advertisement placed on the NHS Supply2Health website.
6. We shall process any personal information that you submit to us in accordance with our Data Protection Statement for Alerter Service Users may be found at www.supply2health.nhs.uk and in the second section of this document.
7. We reserve the right to make alteration and amendments to the NHS Supply2Health Website, policies and these terms at any time. If any part of these terms is found to be void or unenforceable, it will be severed from the rest to the extent that it does not affect the validity of the remainder.
8. We will not be liable or deemed to be in breach of these Terms and Conditions if any delay or failure was due to any cause beyond our reasonable control.
9. We reserve the right to refuse access to the services, terminate accounts, and remove or edit content at our discretion.
10. You have the right to terminate your subscription to the alerter service at any time by using the “unsubscribe” button on the NHS Supply2Health Website.
11. General use of the NHS Supply2Health Website is subject to the terms of use published on the website.

B. Data Protection Statement for Alerter Service Users

- 1. Any personal information you have submitted as part of the process for registering to use the NHS Supply2Health website will be managed by the NHS Purchasing and Supplies Agency (“the Agency”) in accordance with the Data Protection Act 1998 (DPA). It will be processed for the purpose of providing you with information about tendering opportunities that are of interest to you, and for managing the NHS Supply2Health website, including auditing, testing, monitoring and evaluating system use.**
- 2. For the purposes of the DPA, the data controller of any personal data submitted by you is the Department of Health. Should you wish to see any personal data relating to you that is held by us please send an email to the NHS Supply2Health helpdesk at www.pcc.nhs.uk/supply2health-helpdesk.**
- 3. Any personal data relating to you will be held securely. The Agency uses safe, secure technology, which is intended to ensure that your information is secure on its system. The Agency’s staff are trained so that they are aware of the requirements of the Data Protection Act.**
- 4. The NHS Supply2Health service is managed by the Agency on behalf of the Department of Health and your information may be shared with the Department as part of the service the Agency is providing.**
- 5. If, at any time, any other organisation replaces the Agency as the host of the NHS Supply2Health service, your information shall be passed to that replacement host to allow it to manage the NHS Supply2Health service. Any successor body will protect your information at least as strictly as the Agency does.**

- 6. No personal data relating to you will be made publicly available online. It will not be disclosed to any third party without your consent or unless disclosure is required by law. Any third parties that are given access to your information in accordance with this Data Protection Policy will be required to protect your information at least as strictly as the Agency does and will themselves be required to observe the principles set out in the Data Protection Act.**

- 7. Neither the Agency, the Department of Health nor any third parties with whom the Agency may share your information will sell or rent your information to third parties for marketing purposes.**

- 8. If it is necessary to revise this Data Protection statement for any reason, you will be provided with a notice setting out the changes and you will be given an opportunity to withdraw your consent for the use of your personal information in connection with the alerter service.**

- 9. You may withdraw your consent to the use of your personal data for the purpose of sending you email alerts at any time by using the NHS Supply2Health website's "unsubscribe" facility.**