

RCGP Revalidation ePortfolio

Terms and Conditions - version 1.1 (February 2011)

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 website. We may change these terms and conditions from time to time and will post revisions on the ePortfolio. We advise that you review these terms and conditions regularly.

You agree to use the RCGP Revalidation ePortfolio and associated materials only for lawful purposes related to your involvement in the RCGP Revalidation Process but for no other purposes. You must use this site and in a way that does not infringe the rights of, or restrict or inhibit the use and enjoyment of this site. 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 this site.

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 website 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 Revalidation ePortfolio is subject to certain access controls. The RCGP does not guarantee that access will be uninterrupted or available at all times. RCGP reserves the right to discontinue the Revalidation ePortfolio service (See paragraph 12 below). Your access may be withdrawn at the sole discretion of the RCGP at any time, without notice or penalty if RCGP considers that you have failed to comply with these Terms and Conditions. Access to the website is provided at the sole discretion of the RCGP to authorised users in accordance with the access

policy.

4. 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.

5. Intellectual property rights

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 other international copyright and other 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 this site or any part of it is not permitted.

You may print a single copy or download extracts of pages from this site for your personal use which must be related to the GP Revalidation Process.

6. Trade marks

Trade marks and logos displayed on this 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 our express written consent.

7. 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. Data entered will only be accessible to yourself, the RCGP for quality management purposes, and to ensure compliance with these Terms and Conditions, your local PCT/PCO for

administrative purposes, your appraiser to conduct your annual appraisal, your Responsible Officer and panel members where panels are created to carry out reviews necessary to fulfil revalidation regulations. If you opt to share your CPD evidence (learning log) this will also be accessible to these groups, and by uploading case 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 Revalidation purposes. Appraisers, PCT/PCOs, Responsible Officers, Panel members and GMC administrators have been informed by the RCGP of their responsibility for your personal data. Data will not be disclosed to any other parties.

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

If you have any queries about this please contact the College's Data Protection Officer.

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 CPD evidence incorporated in your learning log.

8. 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 websites).

9. Viruses

We make reasonable efforts to check and test material at all stages of production for viruses, but we cannot guarantee our material to be virus free. You are advised to run an anti-virus program 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.

10. 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 act of God, act of terrorism or threatened terrorism, individual action, act of war or threatened war, lock out, fire, flood, drought, tempest or other event beyond our reasonable control.

11. Alternation 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 policy's 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.

12. Termination

We also specifically reserve the right to withdraw the Revalidation ePortfolio partially or completely if the level of use no longer makes it viable. In these circumstances, RCGP will:

- (i) Repay on a pro rata basis any subscription fee paid to access the service; 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.

13. Complaints and Feedback

If you have any complaints or feedback and wish to contact us please email [Helpdesk](#).

14. 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 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 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 of any liability caused by any fraud or other liability (including direct financial loss or tangible damage to property) not capable of exclusion by law.