

GOSH Online learning and Development (GOLD) Terms and Conditions

If you choose to use GOLD (Great Ormond Street Hospital Online Learning and Development) and/or book/enrol on a GOLD course, you are deemed to have read and agreed the following Terms and Conditions.

These terms tell you who we are, how we will provide learning material to you, how we amend or end this contract, and other important information.

1. DEFINITIONS

- 1.1. 'We', 'Us', 'Our', and 'GOSH' refer to Great Ormond Street Hospital for Children NHS Foundation Trust, Great Ormond Street, London WC1N 3JH, Telephone number: 020 7405 9200. You can contact us by emailing Digital.Learning@gosh.nhs.uk.
- 1.2. GOLD refers to Great Ormond Street Hospital for Children NHS Foundation Trust Online Learning and Development.
- 1.3. LMS refers to Learning Management System which in these terms is GOLD. This is the service provided by combination of the learning management system and the educational material within.
- 1.4. 'You', 'Your', 'Yours', and 'User' refer to the person(s) accessing GOLD from within the United Kingdom and also those who live outside the United Kingdom who wish to access the material on GOLD.
- 1.5. 'Material' means any information, data, text, graphics, links, programming code or other material published, contained or available on GOLD.

2. INTRODUCTION

- 2.1. This document represents the terms and conditions on which we provide services to you, the user, in the form of GOLD learning material available on this Learning Management System.
- 2.2. We reserve the right to change these terms of use at any time. Please review these terms regularly to ensure you are aware of any changes made by GOSH. Your continued use of GOLD after changes are posted means you agree to be legally bound by these terms as updated and/or amended.
- 2.3. You must read these terms carefully before you access the learning material available on GOLD.
- 2.4. Enrolment onto GOLD constitutes a binding agreement to comply with these terms and conditions. By using GOLD you agree to be legally bound by these terms, which shall take effect immediately on your first use of GOLD. If you do not agree to be legally bound by all the following terms, please do not access and/or use GOLD.
- 2.5. If you are uncertain about anything in these terms and conditions, please send us an email at Digital.Learning@gosh.nhs.uk
- 2.6. We may contact you by telephone, email, and in writing at the addresses you have provided to us. 'In writing' includes email and contact made directly through GOLD. Any communication sent to you by us using the email address you have provided will be regarded as properly sent and received by you.
- 2.7. Some of our courses may have professional body accreditation. Where this is the case, the accrediting body will be identified in our online and printed publicity as well as our course handbooks and specifications.

2.8. Please ensure you keep a copy of this contract for your records.

3. CONTENT

- 3.1. Material on GOLD is provided for information purposes only. While we have taken every care to compile accurate information and to keep it up-to-date, we cannot guarantee its correctness and completeness. The information provided on this site does not constitute business, medical, or other professional advice and may be subject to change.
- 3.2. We are unable to offer any medical advice or professional service through this website. As is standard practice, referrals for expert opinion or treatment at the hospital can only be made by medical practitioners and not by patients themselves or family members. Always consult your own doctor if you're in any way concerned about your or your family's health.
- 3.3. We do not accept responsibility for any loss, damage, or expense resulting from the use of this information. It is provided for general information only, and should not be treated as a substitute for the medical advice of your own doctor or any other healthcare professional.
- 3.4. GOSH are not responsible or liable for any diagnosis made by a user based on the content on this website.
- 3.5. We may make changes to the material on the website at any time without notice.
- 3.6. Content on this website is the copyright of GOSH unless otherwise stated.
- 3.7. Throughout GOLD, we include links to other websites that may be of interest. GOSH is not liable or responsible for the content or reliability of the linked or external websites listed and does not necessarily endorse the views expressed within them or any commercial product or service mentioned or advertised on any of the sites. Listing shall not be taken as endorsement of any kind. We cannot guarantee that these links will work all of the time and we have no control over the availability of linked pages.
- 3.8. You may not copy, reproduce, republish, download, post, broadcast, transmit, or otherwise use the content contained within GOLD in any way except for your own personal, non-commercial, academic use. Please note all photographs of our staff and patients appear with their consent and must not be reproduced in any form.
- 3.9. You also agree not to adapt, alter, or create a derivative work from any content on GOLD except for your own personal, non-commercial, academic use. Any other use of GOLD content requires the prior written permission of GOSH.
- 3.10. Permission to reproduce GOSH material does not extend to any material on this site that is identified as being the copyright of a third party. Authorisation to reproduce such material must be obtained from the copyright holders.

4. APPLICATION AND ENROLMENT

- 4.1. If a user provides us with incorrect or fraudulent information in their enrolment on to GOLD and/or their application on to one of our courses then we reserve the right to cancel this contract and the user's registration whenever we become aware of this. In such circumstances the user will be liable for all fees incurred (see Fees and Refunds).
- 4.2. In some circumstances a user may be allowed to join a course after its official start date. This must be agreed by a GOLD Course Lead and is fully at their discretion. Users will be required to pay the full fee in such circumstances.

5. FEES

- 5.1. GOSH will review and set fees from time to time and reserves the right to make amendments to them. Fees will not be amended once a user has paid for content.

6. PAYMENT

- 6.1. Online payment is managed by third party service providers, either *Participant UK Limited* ('Participant') or *PayPal (Europe) S.à r.l. et Cie, S.C.A.* ('PayPal').
- 6.2. Payments on GOLD may only be made online with approved credit/debit card in British Pound Sterling (GBP - £). Terms and conditions of the relevant third party service provider also apply in all instances.

- 6.3. To access paid content of any form on GOLD (course, webinar, video), user will be redirected either by link (Participant) or paywall (PayPal) to approved third party service provider to process payment. Payment is due in full upon application and before access to paid content will be granted.
- 6.4. It is the user's responsibility to verify all transaction information and other details are correct. User will receive a confirmation email once payment has been received by our third party service provider.
- 6.5. International cardholders using GOLD may incur their own bank's international service fees, in addition to merchant service fees.
- 6.6. We have no liability for transactions which are incorrect as a result of inaccurate data entry in the course of the use of GOLD or third party service provider; or for loss of data or information caused by factors beyond our control.
- 6.7. Once a payment has been made it cannot be cancelled. We do not accept any responsibility for refusal or reversal of payments, which shall be a matter between User and their credit card issuer.
- 6.8. In certain circumstances, large-scale purchases of GOLD products and services may be agreed between GOSH and other organisations or suppliers and is only facilitated on a case-by-case basis. This may include, but is not limited to, access for an agreed number of sponsored individuals to access paid content. Purchases of this kind are subject to all other terms and conditions within this document.
- 6.9. In the event of any invoiced payment, supplier or individual must provide a Purchase Order prior to accessing GOLD services. Invoices will be sent directly to supplier as per Purchase Order details and subject to the terms and conditions for payment contained within official GOSH invoice.

7. CANCELLATIONS

- 7.1. Cancellations must be provided in writing to relevant GOLD Course Lead and Digital.Learning@gosh.nhs.uk. Contact information for GOLD Course Lead is available on relevant GOLD page/URL.
- 7.2. Cancellation requests must be made 14 UK calendar days before paid content start date to be entitled to a full refund, minus 10% administration charge. Cancellations requests made less than 14 UK calendar days before course start date will not be entitled to a refund.
- 7.3. In the event of any refund, merchant service fee payable will be deducted from the refunded amount due.
- 7.4. In the event of extenuating circumstances outside of a user's control, e.g. sickness, bereavement, issues related to COVID-19, acute ailments, hospitalisation, etc., GOSH may consider extending refunds past the 14 UK calendar days deadline on a case-by-case basis. Extenuating circumstances must be communicated directly in writing to relevant GOLD Course Lead.

8. DEFERRALS

- 8.1. User may wish to defer their booking on a course to a later date or transfer fees paid to a different programme. In this event, the user must contact the relevant GOLD Course Lead and Digital.Learning@gosh.nhs.uk to discuss options.
- 8.2. Deferrals may only be considered if requests are made more than 14 UK calendar days before the start date of course.
- 8.3. User can only defer a booking on one occasion and must take up their deferred booking within 12 months of the original course date. Payment will not be refunded if user does not take up their booking on the deferred course.

9. CHANGES TO OR CANCELLATION OF SCHEDULED PROGRAMMES

- 9.1. GOSH makes every reasonable effort to deliver booked activity as described on GOLD. There may be occasions when we are unable to do so, because of circumstances beyond our reasonable control. Such circumstances may include, for example, industrial action at the Trust or at third parties, unavailability of key staff, lower or higher demand from users, UK government policy changes, severe weather, fire, terrorist attack, epidemic or pandemic, or failure of public transport.

- 9.2. GOSH may need to alter or cancel scheduled and published courses if it is considered reasonable and necessary. Circumstances in which we may alter or cancel a course might include, but are not limited to:
 - 9.2.1. insufficient number of users to run the course
 - 9.2.2. unforeseen unavailability of key teaching staff
- 9.3. Decisions to cancel or fundamentally alter a course will be taken before the start of the course and users will be notified as soon as practically possible.
- 9.4. Where GOSH is unable to deliver a scheduled and/or published course, it will use reasonable endeavours to provide suitable alternative provision.
- 9.5. If a course is cancelled and no suitable alternative can be provided, users will be offered a full refund or transfer to an alternative course, but no other costs will be refunded. No liability will be accepted for any other expenses incurred by users.
- 9.6. GOSH will use all reasonable endeavours to deliver the course in accordance with the description applied to it on GOLD. However, GOSH will be entitled to make reasonable changes to the course where in its sole discretion, GOSH considers that will enable it to deliver a better quality of educational experience to users enrolled or where changes are required by an accrediting professional body.
- 9.7. In such circumstances, GOSH will take all reasonable steps to minimise the resulting disruption to its services and to affected users, by, for example, offering affected users the chance to reschedule, move to an alternative course, or by delivering a modified version of the same course; but to the full extent that is possible under the general law, GOSH will not be liable for any loss and/or damage arising from matters outside of GOSH's control which could not have been foreseen or prevented.

10. REFUNDS

- 10.1. Requests for refunds for paid content must be made in writing with written proof of payment to relevant GOLD Course Lead and Digital.Learning@gosh.nhs.uk and are subject to any relevant terms within **Cancellations**. Contact information for Course Lead is available on relevant GOLD page/URL.
- 10.2. Refunds, if applicable, will be processed through third party service provider by which payment was made.
- 10.3. Refunds, if applicable, will be processed within 14 UK calendar days from date of receipt of written request.
- 10.4. Where there has been a refund by us, we will deduct an administration charge of 5%.

11. RECOVERY OF UNPAID FEES

- 11.1. GOSH will take all steps to recover fees that are due and unpaid. GOSH may:
 - 11.1.1. Record debtors on GOSH databases and on GOLD
 - 11.1.2. Pass details and information regarding debts to a debt collection agency
 - 11.1.3. Withhold certificates
 - 11.1.4. Decline further GOSH or GOLD bookings until the debt is settled

12. PERSONAL DATA AND DATA SHARING

- 12.1. All of the personal information obtained from you and others in connection with your activity on GOLD will be held in secure conditions and will be used by GOSH during your course and once you no longer choose to be enrolled into GOLD. This will be for administration of all academic records, student and welfare support services, and the operation of GOSH's policies and procedures. Personal data will only be processed under the terms of the *Data Protection Act 2018* and *UK General Data Protection Regulation*. We will also remain compliant with the *GOSH Data Protection Impact Assessment* for GOLD.
- 12.2. For users on NHS-funded or employer-sponsored programmes or learning activities, GOSH, where required, may provide information to Health Education England (HEE), and/or professional or

regulatory bodies as appropriate. This information will also be provided to other sponsors on request.

- 12.3. GOSH may record lectures and other teaching events so that recordings can be made available to users for teaching purposes. The recordings may include comments made by users.

13. CHANGES TO PERSONAL DETAILS

- 13.1. Users are responsible to ensure keep their circumstances, including (but not limited to) address, email address, and contact number up-to-date within their Account Profile, If sponsored, changes in employer contact number and address should be registered by contacting Digital.Learning@gosh.nhs.uk

14. UPLOADING MATERIAL TO GOLD

- 14.1. You are not permitted to upload material which is defamatory of any person.
- 14.2. You are not permitted to upload material which is pornographic, obscene, indecent or offensive.
- 14.3. You are not permitted to upload material which promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- 14.4. You are not permitted to upload material that is likely to incite hatred or violence against any person or group.
- 14.5. You are not permitted to upload material that is likely to deceive any person.
- 14.6. You are not permitted to upload material which concerns or relates to any criminal act.
- 14.7. You are not permitted to upload material the use or inclusion of which infringes any copyright, trademark, database or other intellectual property right of any third party.
- 14.8. You are not permitted to upload material made in breach of any legal duty owed to a third party, such as contractual duty or a duty of confidence; material which promotes any illegal activity.
- 14.9. You are not permitted to upload material which is threatening, abusive or invades another's privacy, causes annoyance, inconvenience or needless anxiety.
- 14.10. You are not permitted to upload material which is likely to harass, upset, embarrass, alarm or annoy any other person.
- 14.11. You are not permitted to upload material used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- 14.12. You are not permitted to upload material which gives the impression that it emanates from GOSH, if this is not the case.
- 14.13. You are not permitted to upload material that advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- 14.14. You are not permitted to upload material that breaches any applicable laws or legislation.
- 14.15. You are not permitted to upload material that breaches any applicable laws or legislation.
- 14.16. You are not permitted to upload material that is destructive for example malware, computer viruses or bugs.
- 14.17. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within.

15. SERVICE ACCESS

- 15.1. While we try to ensure that GOLD is normally available 24 hours a day, we shall not be liable if for any reason GOLD is unavailable at any time or for any period. Access to GOLD may be suspended temporarily and without notice in the case of system failure, maintenance, repair, or for reasons beyond our control.
- 15.2. If you are not a GOSH member of staff or a member of GOSH Staff who accesses GOLD from a personal device, then GOSH is not responsible for the location, hardware, and infrastructure you choose to access GOLD from. As such, it is your responsibility to comply with any necessary health and safety regulations that apply.

- 15.3. GOSH is fully committed to equal opportunities in its practice and teaching. GOSH aims to promote a productive and harmonious learning environment where users are valued, everyone is treated with respect and dignity, and in which no form of intimidation or harassment will be tolerated.

16. INTELLECTUAL PROPERTY

- 16.1. The names, images, and logos identifying GOSH and GOLD or third parties and their products and services are subject to copyright, design rights, and trademarks of GOSH, GOLD, and/or third parties.
- 16.2. Unless expressly set out to the contrary, nothing contained in these terms and conditions shall be construed as conferring any licence or right to use any trademark, patent, design right or copyright of GOSH or GOLD or any third party.

17. GOVERNING LAW

- 17.1. These terms of use shall be governed by the laws of England and any dispute arising from these terms and conditions or your use of GOLD shall be subject to the exclusive jurisdiction of the English courts.