Terms and conditions

1 Contract information and Terms and conditions

1.1 Doctors.net.uk is operated by M3 (EU) Limited, a company registered in England under number 3527430. Its registered office is at 20 Western Avenue, Milton Park, Abingdon, Oxon OX14 4SH. M3 (EU) Ltd. is registered for VAT under number 685853774.

1.2 If you become a member of Doctors.net.uk, a contract between you and Doctors.net.uk, incorporating these Terms and conditions, and the Doctors.net.uk Privacy policy will come into force. Doctors.net.uk may refuse to accept anyone as a member, without giving any reason.

1.3 Doctors.net.uk reserves the right at any time to add to, change or delete from the services it provides and the facilities available via this site (the Doctors.net.uk services).

1.4 In return for Doctors.net.uk providing access to this site and to the Doctors.net.uk services, you agree to comply with these Terms and conditions, the Doctors.net.uk Privacy policy, and all other documents referred to therein.

1.5 Doctors.net.uk may change these Terms and conditions or its Privacy policy (or both) at any time without notice, either by publishing the change or the amended version on this site or by sending it to you by email. The change will be effective as from the date of the posting or email.

2 The site and services

2.1 Doctors.net.uk aims to make this site and Doctors.net.uk services available 24 hours a day, 7 days a week, but reserves the right to suspend access to this site and any or all of those services at any time, without notice, for maintenance purposes, or if Doctors.net.uk suspects that there has been any breach of security, a breach of these Terms and conditions, or any unlawful use of this site or those services. Doctors.net.uk may, at its discretion, restrict the use of this site and any or all of the Doctors.net.uk services, or limit their availability.

2.2 Doctors.net.uk reserves the right to require you to change your password periodically in order to help maintain website security. If you fail to change your password within the notice period, then your password will expire, and you will need a password reset link in order to reset your password and access the website.

2.3 Access to and use of some Doctors.net.uk services will be conditional on you meeting certain criteria, such as your qualifications and length of qualification. Doctors.net.uk reserves the right, at its discretion, to introduce new criteria and to change any criteria from time to time. Doctors who have been removed from the GMC register may be denied access to this site and any of the Doctors.net.uk services.

2.4 Doctors.net.uk may offer benefits for interaction with the website including but not limited to the ability to edit forum posts and create member polls, and the award of Electronic Surfing Reward (eSR) points in the event of members completing certain market research surveys. See details in Condition 3, Electronic Surfing Rewards (eSR) Rules, below. Doctors.net.uk reserves the right to remove or change these and any other benefits in the event that your activity on the site drops or for any other reasons, and to alter the threshold for the awarding of benefits.

2.5 Doctors.net.uk also reserves the right to introduce charges, terms and conditions relating to the payment of those charges, and to review and amend charges for access to this site and the Doctors.net.uk services. You will be given at least 30 days’ notice of any new payment terms and conditions or any new or increased charges, and the opportunity to cancel your membership before those charges or terms come into effect.

2.6 Doctors.net.uk now gives each member a 6GB storage facility. Any member who has purchased additional storage in the past will not be refunded.

2.7 Doctors.net.uk reserves the right to remove the contents of your email account if you do not use the email
facility and access the website at least once every 90 days. Use of the email facility is defined as via the Doctors.net.uk website or synched using POP, IMAP or webmail. Note: if you have set up your Doctors.net.uk email to be forwarded to another email account you will need to either visit the website or use a program such as Outlook or the mail program on your mobile device for this to count as use of your Doctors.net.uk email. Doctors.net.uk will make reasonable efforts to notify you in advance by sending a warning to the alternative email address registered on your account before your account is deactivated. However it is your responsibility to ensure that your account remains active. Doctors.net.uk would encourage you to archive any sent or received email that you wish to keep. Any email that you delete can only be restored up to 7 days after deletion. Email older than 7 days in the Trash folder and 21 days in the Spam folder will be removed automatically.

2.8 Doctors.net.uk reserves the right to remove material without notice from this site and from any forum, and Doctors.net.uk does not undertake to keep or make available any material that you have posted or anyone else has posted to this site or to any forum for any length of time, and you are advised to make a copy of any material that you wish to keep.

2.9 Doctors.net.uk may introduce the ability to post anonymously in certain forums at the discretion of Doctors.net.uk staff and moderators. This functionality may be removed at any time and without notice if it is deemed by Doctors.net.uk to be abused. Doctors.net.uk would only reveal the identity of an anonymous poster where Doctors.net.uk needs to contact the member, or if legally required to do so.

2.10 Doctors.net.uk may introduce the ability for members to ‘hide’ (i.e. block) or ‘follow’ (i.e. make more visible) posts by other forum members. This functionality is introduced at member request and it will always be possible for a member to block another member from following.

2.11 Doctors.net.uk shall use its reasonable endeavours to fully support the following browsers:

- Windows XP, Vista and Windows 7: Firefox 4+ or higher, Chrome 23 or higher, Internet Explorer 7 or higher
- Mac OS 10.4 or higher: Safari
- iOS5.1 or higher: Mobile Safari
- Android 2.3+ or higher: Chrome

If your browser is not in this list, then Doctors.net.uk recommends upgrading to optimise your experience.

3 Electronic surfing rewards (eSR) rules

3.1 Doctors.net.uk will set up an individual eSR account to record eSR points earned and redeemed by each member. The member will be responsible for his or her own account, in particular for keeping the account login details (including password) confidential. The award and use by the member of eSR points is subject to the conditions set out in this paragraph 3 (“Rules”)

3.2 eSR points are awarded when a particular action on Doctors.net.uk is undertaken, for example by completing eligible market research surveys or questionnaires. eSR points will be earned for in respect of eligible activities as are promoted on Doctors.net.uk from time to time.

3.3 eSR points have no cash value.

3.4 Doctors.net.uk suppliers are companies with whom members can redeem eSR points to obtain rewards such as goods, services, discounts and vouchers (“Rewards”). These suppliers may change. An up-to-date list of suppliers is available from Doctors.net.uk at any time.

3.5 eSR points cannot be redeemed until credited to the member’s eSR account.

3.6 There are a set number of eSR points needed to obtain each Reward. Each of these can change but, in most cases, there will be a minimum offer with specified increments thereafter. All Rewards are subject to availability.

3.7 When eSR points are redeemed, Doctors.net.uk acts as an intermediary between the relevant member and the supplier, and Doctors.net.uk will assist members to ensure Rewards are received.
3.8 Once eSR points are redeemed and converted into Rewards, further transactions are made directly with the relevant supplier and Doctors.net.uk has no responsibility for the delivery, standard, quality or otherwise of any goods and services received or supplied. All Rewards are subject to all applicable legal rules, and the terms and conditions (including booking requirements, cancellation restrictions, return conditions, warranties and limitations of liability) of the supplier.

3.9 Doctors.net.uk will only authorise third-party suppliers to distribute Rewards to UK postal addresses. Any requests to send such items overseas will be declined.

3.10 Redeemed eSR points cannot be used again. Once eSR points are redeemed, this transaction cannot be cancelled or reversed. If Doctors.net.uk suspects fraud or misconduct, or insufficient eSR points are available, eSR point collection or conversion to Rewards may be refused or cancelled.

3.11 A member will always have access to the eSR points status of his/her eSR account including the eSR points collected and redeemed. Doctors.net.uk will correct an eSR account if it is shown to our reasonable satisfaction to be wrong but, unless there are clear records showing this, Doctors.net.uk’s decision is final.

3.12 eSR points are personal to the member and cannot be transferred.

3.13 As a result of collecting eSR points, the member is responsible for the assessment of any tax implications and payment of these taxes.

3.14 eSR points can only be earned, held, or redeemed as set out in these Rules. Any other use, award, sale, exchange or transfer of eSR points, or attempt to do so, is a serious breach of these Rules. Any eSR points not earned and held in accordance with these Rules will be invalid and cannot be redeemed for Rewards. Any such eSR points in an eSR account will be deducted and, if they are redeemed, Doctors.net.uk may take other appropriate action. eSR points from more than one eSR account cannot be combined and redeemed for the same Reward.

3.15 eSR points can be redeemed at any time, but points will expire if the member does not access the site at least once in 24 contiguous months, if the member closes his or her membership account with Doctors.net.uk, or the Doctors.net.uk eSR scheme is otherwise brought to an end.

3.16 Doctors.net.uk cannot be held responsible for any unauthorised use of eSR points or any lost or stolen Rewards.

3.17 Doctors.net.uk may make changes to these Rules and will give the member reasonable notice. Earning or redeeming eSR points on an eSR account will constitute acceptance of the revised Rules.

3.18 Doctors.net.uk may suspend or terminate eSR but will give the member reasonable notice. If this happens all eSR accounts will be suspended or terminated.

3.19 All responses given by members in eligible market search surveys must be true and accurate. Doctors.net.uk reserves the right to withdraw an offer of eSR points, to deduct eSR points from a member’s account and/or to prevent the allocation of a Reward to a member if Doctors.net.uk suspects or has evidence that data provided by the member is inaccurate, falsified or derived from another source or provided without due care or proper authority. Doctors.net.uk may also, at its discretion, prohibit any member from participation in future research.

4 Information from third parties

4.1 Doctors.net.uk will share information from carefully selected partners with you. This information will be targeted to your profile and may be brought to your attention by a variety of means, which includes but is not limited to:

- site and email advertising in the form of text adverts and banners
- bespoke emails
- information within clinical bulletin emails

4.2 The information in the above will link to promotional and/or educational presentations or websites to inform you of events, services, products or updates from organisations such as pharmaceutical
companies, medical device companies, financial services companies, medical indemnity organisations, royal colleges, the Department of Health (DH), the General Medical Council (GMC), the National Institute for Health and Care Excellence (NICE), other government bodies, NHS trusts, and medical schools. Specifically, this may also include promotional materials including prescription-only pharmaceutical medicines.

4.3 You may opt out of receiving email communications by following the unsubscribe links provided in email communications.

5 Your obligations

You will, when accessing or using this site or any Doctors.net.uk service (and regardless of whether posting as yourself or anonymously where permitted):

5.1 Act in a professional and ethical manner;

5.2 Not send unsolicited email, or send or post any message which is disruptive or which generates complaints;

5.3 Not post the same or similar messages multiple times in the same forum or in multiple forums;

5.4 Not flame, hack or obtain unauthorised access to any data or system;

5.5 Not post any message whose subject or content is unrelated to the subject matter of the newsgroup to which it is posted;

5.6 Not post chain letters of any type, or post files to newsgroups not specifically named for that purpose;

5.7 Not obtain any information or material for any commercial purpose or post information or material for the benefit of any commercial venture; this includes advertising or attempting to sell items for personal gain unless approval has been expressly granted by Doctors.net.uk;

5.8 Not obtain email addresses or any other information for marketing purposes;

5.9 Not be involved in any criminal or unlawful activity, or post any confidential patient information or information or material which might be legally actionable, or disclose anonymised information from which a patient could still be identified. (See GMC guidance on protecting information.);

5.10 Not harass any person. Harassment in this instance includes you being intimidating, threatening, abusive, hostile or otherwise offensive towards another person;

5.11 Not cancel or supersede any message or posting other than your own (unless expressly authorised by Doctors.net.uk to do so);

5.12 Not introduce into this site or any Doctors.net.uk service, any virus, logic bomb, harmful code, Trojan horse or anything else that might corrupt, damage or render inaccessible any software, data or system;

5.13 At your own expense (subject to any special arrangements for you negotiated by Doctors.net.uk with any service provider) obtain, install, and maintain suitable equipment and software and Internet access or connection services to access this site and the Doctors.net.uk services;

5.14 Comply with all your obligations to third parties such as internet service and software providers;

5.15 Not seek redress from Doctors.net.uk if you suffer loss or damage, or if you are harmed, defamed or offended by material, information, products or services which you accessed or obtained through or which were posted on this site or any Doctors.net.uk service;

5.16 Not post or send any libellous, defamatory, obscene, derogatory, menacing, offensive, pornographic, or indecent material to this site or via any Doctors.net.uk service. (Any comments posted that imply that another member is suffering from mental illness are considered to contravene these Terms and conditions.);

5.17 Not discuss religious topics in open forums. Religious discussion may be discussed in specific closed,
moderated forums of a religious nature such as ‘Christian Medical Fellowship’ or ‘Muslim Doctors’. Religious discussion outside of these closed forums may be removed without notice and may result in a formal warning;

5.18 Obtain all necessary permissions if you use this site or any Doctors.net.uk service to receive, upload, download, display, transmit, distribute, perform or execute materials, programs or other works protected by intellectual property rights or rights of privacy or confidence;

5.19 Obtain patient consent before posting any material on this site that includes identifiable or potentially identifiable case material;

5.20 Comply with all applicable laws, regulations and conventions, including those related to privacy, personal data, international communications, or the export of technical data;

5.21 Not attempt to interfere with this site or any Doctors.net.uk service or any other service. (This includes, but is not limited to, “denial of service” attacks, “flooding” sites, phishing attacks or malware, deliberate attempts to overload any site and attempts to “crash” any website host.);

5.22 Not use any program, script or command which interferes with any person’s use of any site or service, or which results in any unfair advantage or disadvantage for anyone in relation to their receipt of rewards or competition prizes.

5.23 When participating in market research, provide accurate information to the best of your knowledge.

5.24 Doctors.net.uk reserves the right to delete, archive, make unavailable, modify or comment on any forum posting or thread within a forum, and to close individual fora without notice.

6 Your personal data and other information

6.1 Doctors.net.uk will use your personal data only in accordance with its Privacy policy.

6.2 Doctors.net.uk may (but is not obliged to) monitor and record your use of this site and the Doctors.net.uk services.

6.3 No information which is posted to this site or sent via any Doctors.net.uk service will be treated as confidential. For the avoidance of doubt, this does not include emails, which are treated as confidential.

6.4 Doctors.net.uk may block, delete or remove from this site and from any Doctors.net.uk service any information or other material that you have posted, sent or received at any time and without giving notice.

6.5 Doctors.net.uk has no obligation to monitor or moderate any forum, newsgroup, email or message, and usually does not do so. If you have any complaint about any posting or email or message made or sent by a third party, you should email help@doctors.org.uk immediately.

7 Third party goods, services and links

7.1 If you purchase or acquire goods or services from any third party, even if you have been directed from this site or by any Doctors.net.uk service to them, any contract entered into with that third party and any use made of its site is a matter between you and that third party. Doctors.net.uk has no liability for the quality or type of services or goods provided by any third party it may mention on this site or to whom this site may be linked. It is for you to make your own judgement about them.

7.2 Any opinion, advice, statement, service, offer, or information or content provided or made by any third party on this site or via any Doctors.net.uk service, or on any site to which this site is linked, is that of the author or provider, and not of Doctors.net.uk. Doctors.net.uk does not endorse, and it is not responsible for, the accuracy or reliability of, any such opinion, advice, statement, service, offer, information or content.

7.3 Where content or information on or services available via this site or any Doctors.net.uk service have been supplied by a third party, Doctors.net.uk does not control or endorse them in any way. All information, content and services supplied by third parties are made available in good faith but Doctors.net.uk does not (to the extent allowed by the law) accept responsibility for their accuracy or use.
7.4 Doctors.net.uk does not make any representation or give any warranty about any other site or any services or goods provided by any third party, or any opinion, advice, statement, offer, information or content on any such site or made by any such party. Doctors.net.uk has no control over their quality, content or availability. Doctors.net.uk will not be liable for any loss or damage caused by or in connection with use of, or reliance on, any content, goods or services available on or through any other site.

7.5 Any concern about any other website should be directed to that site's website administrator or webmaster.

8 Limitations and exclusions of liability

8.1 Doctors.net.uk tries to ensure that any information and content on its site or available through its services that has not been supplied by a third party is accurate, but it makes no representation and gives no warranty that any information or content is accurate, up to date or complete. It accepts no liability for any loss or damage caused by inaccurate information or content.

8.2 If you find any inaccurate, out of date or incomplete information or content on this site or in any Doctors.net.uk service, or if you suspect that something is an infringement of any intellectual property right, you must let Doctors.net.uk know immediately by contacting help@doctors.org.uk.

8.3 You should independently verify any information and content on this site or made available to you through any Doctors.net.uk service before relying on it. That information and content are not intended to address any particular requirements; they do not constitute any form of advice or recommendation by Doctors.net.uk and are not intended to be relied upon in making (or refraining from making) any decision. The information and content on and through this site are not, and the Doctors.net.uk services are not, substitutes for the exercise of professional judgement. If you are not qualified nor experienced enough to make that judgement, you should take professional advice.

8.4 This site, its content and all Doctors.net.uk services are provided “as is”. Doctors.net.uk gives no warranty that this site, its content or any service is free of error or will be available without interruption, or at all.

8.5 No warranty, representation, or undertaking in respect of the quality, or fitness for purpose of any content or any service is given, and all implied terms, conditions and warranties relating to the same, whether implied by statute, common law, custom, trade usage, course of dealing or otherwise, are excluded to the extent allowed by the law.

8.6 You assume all risk for using, and for any results obtained, or liability incurred, by or as a result of accessing this site or any Doctors.net.uk service.

8.7 Doctors.net.uk does not guarantee the prevention of the loss of, alteration of, or improper access to, any information or computer systems. Doctors.net.uk is not responsible for invalid destinations or transmission errors in, the corruption of, or the security of information or messages on this site or transmitted using any Doctors.net.uk service or carried over any telecommunications or data communications facilities. Passwords and user IDs are personal to individual members. It is your responsibility to keep your password and ID secret and secure, and not to allow anyone else to use them. You are responsible for the use or misuse of this site and any Doctors.net.uk service by any person accessing them through your password or ID (whether that use is authorised or unauthorised) and you agree to bear all losses, expenses, inconvenience and site charges arising as a result of that use. You must not use or attempt to use anyone else’s password or ID; to do so may be an offence under the Computer Misuse Act 1990.

8.8 Doctors.net.uk is not liable for any claim that your access to or use of this site, any content or any Doctors.net.uk services infringes any third party’s intellectual property or other rights.

8.9 In no event is Doctors.net.uk liable for any loss or damage arising from your failure to perform your obligations or otherwise outside our reasonable control.

8.10 Despite any other provision in these Terms and conditions, Doctors.net.uk does not exclude or limit its liability for death or personal injury caused by its negligence, or for any fraudulent act or for any other liability that is not permitted to be limited or excluded by applicable law. Without prejudice to this, Doctors.net.uk is not liable for any of the following, whether arising because of its negligence, or in any other way:
8.10.1 Loss of profits, loss of business, loss of anticipated savings, loss of goodwill or reputation, lost or wasted management time or the lost time of other employees;

8.10.2 Loss, destruction or corruption of data;

8.10.3 Any indirect, or consequential loss or damage; or

8.10.4 Any loss or damage arising as a result of any claim against you by any other party; even if Doctors.net.uk has been advised of the possibility of that loss or damage arising.

8.11 You will indemnify Doctors.net.uk and keep it indemnified against all and any losses, damages, liabilities, costs and expenses arising in connection with your breach of any of these Terms and conditions or arising as a result of a third party accessing or using this site, any content or any Doctors.net.uk service by means of your password or user ID.

8.12 The maximum liability of Doctors.net.uk to you in connection with this site, any content and any services, or the failure to provide any of the same, is £1 or the aggregate of sums you have paid to Doctors.net.uk in the 12 months immediately before the cause of action to which your claim relates, arose (whichever is the greater).

9 Termination

9.1 If you are dissatisfied with the services provided by Doctors.net.uk or any feature provided in or through this site, you may terminate your membership by giving not less than 7 days’ notice to help@doctors.org.uk. This is your sole remedy if you are dissatisfied with this site or any such service.

9.2 Your membership may be terminated by you or by Doctors.net.uk at any time by giving the other at least 7 days’ notice. In addition, Doctors.net.uk may terminate or suspend your membership and access to this site and any service at any time without notice if you breach or are suspected of having breached these Terms and conditions, if you cease to meet the criteria from time to time for access to or use of this site or any service, or if your agreement with any internet service provider for access or connection to the internet is terminated for any reason.

9.3 Conditions 1, 6, 7, 8.2, 9, 10 and 11 will survive termination and continue indefinitely.

10 Intellectual propert rights

10.1 This site, its contents and information, and the Doctors.net.uk services and their content and information, are protected by copyright, database rights and other intellectual property rights.

10.2 In these terms of use, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose. You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights. You warrant and represent that your user content will comply with these terms of use. Your user content must not be illegal or unlawful, must not infringe any third party’s legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

Your user content (and its publication on our website) must not:

(a) be libellous or maliciously false;
(b) be obscene or indecent;
(c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
(d) infringe any right of confidence, right of privacy, or right under data protection legislation;
(e) constitute negligent advice or contain any negligent statement;
(f) constitute an incitement to commit a crime;
(g) be in contempt of any court, or in breach of any court order;
Your user content must be appropriate, civil, tasteful and accord with generally accepted standards of etiquette and behaviour on the internet. You must not use our website to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these terms of use. You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint. We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website. Notwithstanding our rights under these terms of use in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website.

10.3 You assign to Doctors.net.uk copyright in all material and messages (including user-generated content) that you post to this site, other than anything in your email accounts or any forum created that operates under the Creative Commons 3.0 Licence, including the Photography and Poetry forums, and any others where this is clearly indicated. You waive all moral rights in connection with that material and those messages. In respect of any material in which you do retain ownership (example: Photography), you authorise Doctors.net.uk to act on your behalf in any action we may decide to take if any intellectual property rights in any such information is infringed by any third party. However, we will be under no obligation to take any such action which will be in our absolute discretion.

10.4 Subject to any conditions specific to any service, you may read, print and download parts of the material and information on this site or through any Doctors.net.uk service for your private, non-commercial use or use in the ordinary course of the your profession, but you may not make any profit from the use of that material or information nor republish, disseminate or transmit any of it, or exploit it for any commercial purpose, or make any derivative work, or copy it for any other purpose without first obtaining Doctors.net.uk’s written permission, or that of the rights owner.

To seek permission please contact: help@doctors.org.uk.

10.5 You must not post to this website, or send, using any Doctors.net.uk service any data, software, or other work or material that infringes the intellectual property rights of Doctors.net.uk or any third party.

11 General

11.1 Any terms purporting to vary these Terms and conditions in any order, or other written or electronic communication from you, are ineffective unless specifically accepted by Doctors.net.uk in writing.

11.2 You may not assign or transfer your membership to, or share or sublicense the advantages of membership of Doctors.net.uk with, any other person.

11.3 Doctors.net.uk may assign or sub-contract its rights or obligations (or both) to any third party.

11.4 If any part of any of these Terms and conditions is invalid or unenforceable, it will not affect any other provision and all other provisions will remain in full force and effect.
11.5 These Terms and conditions, and the contract between you and Doctors.net.uk, are governed by the laws of England and Wales and you agree to submit to the jurisdiction of the courts of England and Wales.

11.6 These Terms and conditions, together with the Privacy policy, any conditions specific to any Doctors.net.uk service and any rules that Doctors.net.uk publishes from time to time governing the criteria for access to this site or any service, are the complete and exclusive statement of the agreement between Doctors.net.uk and you in relation to the use of this site, its contents and any Doctors.net.uk service. They supersede any proposal or prior agreement, oral or written, and any other communications between Doctors.net.uk and you relating to their subject matter.

11.7 Nothing in these Terms and conditions confers or purports to confer on anyone except you any right under the Contracts Rights of Third Parties Act 1999 or in any other way to enforce any of these Terms and conditions.

UPDATED: 23 MARCH 2016