

Terms of Use

Welcome to the Best Portal (“Website”, “we”, “our”, or “us”). By accessing or using our Website, you agree to comply with and be bound by these Terms of Use (the “Terms”). If you do not agree with any of these Terms, please do not use the Website.

1. Acceptance of Terms

By accessing or using this Website, you agree to comply with these Terms. If you do not agree to these Terms, you must immediately stop using the Website.

2. Changes to Terms

We reserve the right to modify, update, or change these Terms at any time. We will notify you of changes by updating the “Last Updated” date below. Your continued use of the Website after such changes constitutes your acceptance of the updated Terms.

3. User Eligibility

To use this Website, you must work for NHS South Yorkshire Integrated Care Board (Barnsley). By using the Website, you represent and warrant that you meet the eligibility requirements.

4. User Account

To access certain features of the Website, you may need to create an account. You agree to:

- Provide accurate and complete information when registering.
- Maintain the confidentiality of your account and password.
- Notify us immediately of any unauthorized use of your account.

We are not responsible for any loss or damage resulting from your failure to comply with this section.

5. Use of Website

You agree to use the Website only for lawful purposes and in accordance with these Terms. You agree not to:

- Violate any applicable laws or regulations.
- Engage in any activity that could damage, disable, or impair the Website.
- Interfere with other users’ access to the Website.
- Upload or transmit harmful code (e.g., viruses, malware) or engage in any other illegal activities.

6. Intellectual Property

All content, materials, trademarks, logos, graphics, and other intellectual property on the Website are owned by us or our licensors and are protected by copyright and other intellectual property laws. You are granted a limited, non-exclusive, non-transferable license to access and use the Website for personal, non-commercial purposes, subject to these Terms.

You may not:

- Copy, reproduce, distribute, or otherwise use any content on the Website for commercial purposes without our express permission.
- Reverse engineer, decompile, or disassemble any software on the Website.

7. Third-Party Links

The Website may contain links to third-party websites or services that are not owned or controlled by us. We are not responsible for the content, privacy policies, or practices of any third-party websites. You acknowledge and agree that we are not liable for any loss or damage caused by your use of any third-party websites.

8. Privacy Policy

Your use of the Website is also governed by our Privacy Policy, which can be found at <https://best.barnsleyccg.nhs.uk/media/u4obskpd/privacy-notice.pdf>. By using the Website, you consent to the collection and use of your information as outlined in our Privacy Policy.

9. Disclaimers and Limitation of Liability

- **Disclaimers:** The Website is provided "as is" and "as available" without warranties of any kind, either express or implied. We do not guarantee that the Website will be error-free, secure, or uninterrupted.
- **Limitation of Liability:** In no event shall we, our affiliates, or licensors be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of data, revenue, profits, or other economic advantage arising out of or in connection with your use or inability to use the Website.

10. Indemnification

You agree to indemnify, defend, and hold harmless [Barnsley Best], its affiliates, and their respective officers, directors, employees, agents, and licensors from any claims, losses, damages, or expenses (including reasonable attorneys' fees) arising out of your use of the Website, violation of these Terms, or infringement of any rights of third parties.

11. Termination

We reserve the right to suspend or terminate your access to the Website at any time, with or without cause, and without notice, for conduct that violates these Terms or is otherwise harmful to other users or the Website.

12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of United Kingdom. Any disputes relating to these Terms shall be subject to the exclusive jurisdiction of the courts located in United Kingdom.

13. Severability

If any provision of these Terms is found to be unlawful, void, or unenforceable, that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of the remaining provisions.

14. Entire Agreement

These Terms, together with our Privacy Policy and any other legal notices or agreements published by us on the Website, constitute the entire agreement between you and us regarding the use of the Website.

15. Contact Information

If you have any questions or concerns about these Terms, please contact us at: emma.smith407@nhs.net