

# STATE HOSPITAL WEBSITE DISCLAIMER

#### **Content Management and Responsibility**

The State Hospital ("the Hospital") and the host of this Website which provides access to the same accept no responsibility for and excludes all liability in connection with browsing this Website, use of information on this Website and downloading any material from it including but not limited to any liability for errors, inaccuracies, omissions or misleading or defamatory statements. This Website is intended to enable information relevant to the work of the Hospital to be freely available on the World Wide Web (WWW).

Whilst the Hospital hopes you find this Website interesting and informative, the contents are for general information only. The Hospital believes the contents to be true and accurate as at the date of writing but can give no assurances or warranties regarding the accuracy, currency or applicability of any of this Website's contents. As such the contents of this Website should not be relied upon.

In addition, none of the content of this Website will form any contract between the Hospital and any user of the Website or constitute any offer by the Hospital. The use of and access to pages of the Hospital Website is subject to the foregoing disclaimer and terms and conditions set out below. By using or accessing this Website, you agree to be bound by these terms and conditions.

The Hospital does not want to receive confidential or proprietary information from any user through our Website. Any material, information or other communication you may transmit or post to the Website other than your personal information, will be considered non-confidential and nonproprietary. The Hospital and its designees will be free to copy, disclose, distribute, incorporate or otherwise use the communications in all data, images, sounds, text and other things embodied therein for any purpose. You are prohibited from posting or transmitting to and from the Website any unlawful, threatening, defamatory, obscene, and pornographic or other material which would violate any law.

# Copyright

Content on this Website is subject to copyright. Material can be downloaded for private research, study or Hospital business use only. Any other use will require the permission of the copyright owner of the material. The copying, distribution or publishing of information provided on this Website is prohibited.

#### Links to Websites

The provision of a link to an external website does not constitute any authorisation to access material within that website. All information on this Website, including links to other websites, is provided for information and convenience only. No endorsement of any other website by the Hospital is expressed or implied by the presence of a link to the same on the Hospital Website.

The Hospital accepts no responsibility for the quality of resources to be found on external websites and anyone using the same does so at their own risk.

The Hospital shall have no responsibility or liability for the privacy of personal information posted by users to link to websites. As the Hospital's Website may provide links to third party websites, users should review their respective privacy policies to learn more about what, why and how they collect and use personally identifiable information.

The Hospital reserves the right to attempt to identify and track any individual whom it suspects of trying to gain unauthorised access to computer systems or resources through the Hospital Website service.

#### Downloads

Although every reasonable effort is made to ensure that files are free of defects there are no guarantees that they are free from defects such as computer viruses. Therefore, no warranty or guarantee is given by the Hospital regarding files downloaded or accessed.

#### **Reliability of Information**

The resources made available on the Hospital Website are for information only. The Website is not intended in any way to replace any other existing channel of State Hospital external communication. Nothing on the Website is intended to constitute advice to anyone. Content on the Website is governed by a number of State Hospital policies and guidelines. If you should come across any material that may be in breach of any State Hospital policy or procedure, or any relevant legislation, please email tsh.comms@nhs.scot without delay so appropriate remedial action (if deemed necessary by the Hospital) can be taken.

#### Website Availability

Although the Website has been tested and should work correctly under normal circumstances, there are many factors both within and outside of the control of the Hospital which may prevent the website from being available. No responsibility is accepted by the Hospital for any losses that may arise from an inability to access resources through the Hospital Website. If you find any errors within the Hospital Website site including links that don't work, pages linked to the wrong document and out of date information, please email <u>tsh.comms@nhs.scot</u> without delay to enable these to be quickly rectified.

## **Logged Information**

The Hospital may keep a record of the number of times a page is accessed in order to analyse trends, administer the site, and to see what pages are accessed the most. These records do not contain personal information.

## **Exclusion of Liability**

The service and materials on this Website are provided "as is" and the Hospital and the hosts of this Website expressly disclaims any and all warranties, express or implied, to the extent permitted by law including but not limited to warranties of satisfactory quality, merchantability or fitness for a particular purpose, with respect to the service or any materials.

Except in respect of death or personal injury arising from negligence, the Hospital and the hosts of this website hereby exclude liability for any claims, losses, demands or damages of any kind whatsoever with respect to any information and/or services provided on the Hospital website including but not limited to direct, indirect, incidental or consequential loss or damages, compensatory damages or loss of profits or data whether based on a breach of contract or warranty, delict or tort (including negligence), product liability or otherwise.

# **Governing Laws**

The terms and conditions of use of the Website as provided by the Hospital shall be governed by the laws of Scotland.

February 2025