

LaingBuisson
Healthcare intelligence

Terms & conditions for the usage of all data viewed or supplied
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LaingBuisson

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Recital

This document is explicitly linked to any data supplied by LaingBuisson, whether through an online portal or by email. We reserve the right to update this document at any point. Users will be advised but must ensure they are in compliance with the latest version of this document at the time of any data interaction or usage.

All recipients, users or viewers of data belonging to, or supplied by, LaingBuisson must accept and abide by the following terms. This document is considered binding based on any one of the following conditions:

1. Confirmation of an order to LaingBuisson for any data.
2. Receipt of a data file by any means or any format from LaingBuisson
3. The browsing or use of data from any websites or electronic services run or owned by LaingBuisson

Definitions

'LaingBuisson' - LaingBuisson Limited

'Terms' - This document which details terms and conditions governing all data usage

'Data' - any organisational, statistical, demographic, structural, post holder or contact information derived from a database owned or supplied by LaingBuisson

'User' - the person and their organisation that is using a website or service run by LaingBuisson or has registered or purchased a license to access, view or use data supplied by LaingBuisson

'Post Holder' - All data identifying a living person viewable online or in data supplied by LaingBuisson to the post holder's name and corporate and/or official email address connected with the post recorded

The LaingBuisson Database

The data is the intellectual property of LaingBuisson and covers Public Sector and Service organisations, Private Sector organisations in the health and social care sectors their structures, demographics and senior and significant posts holders. Some of our datasets also include information relating to the size or performance of facilities, including, for example, their current rating from the relevant regulator.

LaingBuisson is registered under the Data Protection Act and adheres to all the necessary best practice guidelines laid out by the UK Information Commissioner's Office.

The data is legally collated, regularly updated and accuracy is being continuously monitored

The data held is used within the following websites and services:

iLaingBuisson.com

LaingBuisson's proprietary database

Browsing of Data Online

The Post Holder data is supplied only for professional communication and reference. Each password supplied by LaingBuisson is for one organisation/user only, providing any other organisation/user access to this service is strictly prohibited. Each organisation/user is responsible for ensuring that only employees of that organisation/user have access to the data. Usage of each password is monitored and any misuse/copyright infringement is the responsibility of that organisation/user. The data contained in the directory is the intellectual property of LaingBuisson and no publication and/or form of reproduction into the public domain is permitted without written permission.

Purchase of Data License or Access

1. General Terms

- 1.1 All data supplied by LaingBuisson is subject to all conditions within this document unless there is written agreement between the User and a senior manager within LaingBuisson to the contrary.
- 1.2 Data cannot be returned or exchanged.
- 1.3 The fulfilment of an order is considered complete on the day the access is provided or data is delivered to the user.
- 1.4 Data received must be held securely with reasonable steps taken to protect against misuse and theft. The User is responsible for ensuring security for all elements of the data and will be considered liable for any breaches and resulting damages or liabilities.
- 1.5 Data or access details to a portal containing the data, or providing a means to access the data cannot be transferred to, or used by, any individual or organisation other than the Licensed User or Nominated User agreed to by LaingBuisson at the point of order.
- 1.6 We reserve the right to cancel a data license or access at any time and provide the user with a pro-rata refund for the remaining term of the order, with the exception of data misuse or a contravention of these terms, where access or license to the data will cease immediately with no refund given.
- 1.7 Where data is licensed for a third party/nominated user, the user must advise LaingBuisson of the name and contact details of the third party/nominated user, and also provide a copy of these terms to the third party/nominated user prior to data supply. In all instances, these terms take precedence over any other agreement or terms issued between the user and third party/nominated user.
- 1.8 Full payment for any access to, or license for, data from LaingBuisson is due within 30 days of order (or invoice date if different). If payment isn't received within 30 days, the access and data license will be revoked, unless an agreement to the contrary has been agreed between LaingBuisson and the user. The user must then remove all data from their systems but will still be liable for the full order amount.
- 1.9 All and any costs associated with recovery of payment for an agreed data license or access will be passed to the user. In the case of third-party data licenses, we reserve the right to pursue the nominated user directly for payment and in the event of any contravention of these terms.
- 1.10 Data cannot be held or used beyond the prescribed license period agreed upon at the point of order. Terms of licenses and conditions available are as follows:

Single-use license – users can only use data once for the specified purpose and this must be completed within one month of the date of order.

12 Month/Subscription license - Users will have access to and can hold and use the data supplied for 364 days after the date of order confirmation, unless another date is specified explicitly. Thereafter the data license must be renewed, or all data must be removed from the users' systems.

Perpetual Use license - Where a perpetual usage license has been issued, there is no expiry date issued for the user to hold and use the data, but all conditions within this document apply in perpetuity

1.11 We accept no responsibility or liability for any form of communication between the user and the post holders and organisations within data supplied by LaingBuisson. It is the users' responsibility to ensure compliance in regard to their activities with both these terms and any prevailing legislation pertinent to and connected with usage of the data supplied.

1.12 LaingBuisson takes all possible steps to ensure data accuracy and engages considerable resources, time and expenditure in the maintenance of the data. We cannot, however, guarantee the accuracy or usability of the data provided to the user and no discounts or refunds will be made available to the user for claimed inaccuracies. The deliverability of email addresses is specifically not guaranteed due to multiple factors beyond the control of LaingBuisson, included, but not limited to Server Blacklisting, Full Mailboxes, File Size Limits, Anti-Spam Software and Firewalls. All data that is found to be inaccurate should be notified to LaingBuisson and will be validated, updated and returned to the user or in some other way made available within a reasonable time.

2 Data and License Protection

2.1 Our mailing lists include a number fake (sleeper) names, organisations, phone numbers and email addresses as well as other false data items as a means of monitoring usage, protecting post holders and safeguarding against misuse and use of data outside of the agreed data license period.

2.2 If any part of the data supplied is used outside of the agreed license or access period without authorisation from LaingBuisson, the user will be liable for five times the original license or access cost, plus legal costs should this need to be enforced.

2.3 If any data is used without authorisation from LaingBuisson, where the purpose is to transfer the data to a third party, or in some other way used to benefit a third party, not approved by LaingBuisson, then the user will be liable for a charge equal to ten times the original license or access cost, plus legal costs should this need to be enforced. Each transfer to a different third party, or use for the benefit thereof, will be treated as a separate breach of these terms and charged accordingly.

3 Use of data for communication, including research and marketing

3.1 All communication made to post holders and organisations held in the data should be as relevant and targeted as possible and where post holder data is used, should only be made where the communication is relevant to the position held by the post holder and in connection with their influence and responsibilities connected with that position. No communication should be made or sent pertaining to the post holder's personal life, personal requirements, finances, preferences or interests. Although we provide detailed data categorisation, consult on relevance at the time of order and offer further guidance during a license or access period, it is the user's responsibility to ensure all communications are relevant to post holders and organisations.

3.2 When using any means of communication facilitated by the data, the volume and type of communication should be proportionate, reasonable and not excessive.

3.3 If a request is made by a post holder or organisation to opt-out from future communication by a user, this should be respected and the user shall maintain a list of post holders or organisations that no longer wish to receive communication from them. It is the user's responsibility for updating and using this list to suppress against any future communication activities.

3.4 All communication or marketing material sent to post holders or organisations within the data must pertain to the user (organisation) or nominated user (organisation) and not any other third party/organisation/external service without consent from LaingBuisson.

- 3.5 No data supplied is screened against the MPS, TPS, CTPS or any other preference service. The information is as supplied to us by the post holder or their organisation. Appropriate screening of data must be done prior to any form of communication being made with contacts on the database.
- 3.6 If a post holder, either verbally or in writing, requests a user to disclose the source and/or owner of the data that is under license, users must direct them to LaingBuisson's Data team at datateam@laingbuisson.com
- 3.7 **Use of Postal Data** - All postal communication should be targeted, relevant and not excessive. An opportunity should be given for recipients (post holders and organisations held in the data) to object to future postal correspondence (either on or within the correspondence, or through a phone number, address or email address provided as part of the correspondence). The user is responsible for ensuring reasonable steps are taken to prevent future postal correspondence to these recipients.
- 3.8 **Use of Telephone Numbers** - as part of The Privacy and Electronic (EC Directive) Regulations 2003, the Telephone Preference Service (TPS) maintains a list of telephone numbers of subscribers who do not wish to receive unsolicited marketing calls. From 2004 corporate registration on the TPS allows all businesses (including the Public Sector) to join the Corporate TPS (CTPS) register to block sales calls. The CTPS was released for commercial screening purposes in July 2004. The legislation requires that CTPS screening must be undertaken by anyone making promotional and/or fundraising calls to any Business or Government number to ensure that they are not calling a number which is registered. After the initial screening of data, further monthly screening is necessary. Consequently, prior to any telephone marketing or fundraising activities all users must screen the data against the TPS and CTPS registers. Furthermore, users must provide their company name and either a phone number or valid postal or email address to any post holder or organisation requesting a means of opt-outing from further calls. Users should maintain their own telephone 'opt-out' list, consisting of post holders and organisations who are either registered on the TPS/CTPS or have directly requested exclusion from any further telephone communication by the user. It is the responsibility of the user to ensure lists are TPS/CTPS compliant. Express consent for a call overrides the TPS/CTPS legislation.
- 3.9 **Use of Electronic mail (E-Mail) addresses** - All email addresses in the data are either organisational or corporate subscriber emails and/or relate to the post holder's position and are owned by the employing organisation and/or are those published or officially connected with an elected position or position within public life; including, but not limited to, members of parliament, councillors and those representing parish councils. Where email addresses are used for communication by users, the following conditions apply:
- 3.9.1 All electronic communication content should be relevant and targeted to the recipients (post holders and organisations)
 - 3.9.2 All electronic communication should make the content of the e-mail clear in the subject line
 - 3.9.3 All electronic communication should carry a signature, giving full contact details of the user's organisation
 - 3.9.4 All electronic communication should carry a clear and unambiguous opportunity for recipients to 'opt-out' (not receive any further emails) from future communication
 - 3.9.5 All users should keep and maintain their own 'stop list' of contacts that have chosen to opt-out from the users list and ensure that any future data use for electronic communication excludes those opted out.
- 3.10 **Updates.** Clients with a 12-month license to LaingBuisson data via the iLaingBuisson Portal are provided with access to a customer area and through this can download updated versions of their selections, or historical changes made to their selections, from our live database at any time for no additional cost for the duration of their license.

No mailing list data should be held by a user for more than 30 days from the date of download/receipt. Clients with a 12 month license to mailing list data are provided with access to a customer area and through which can download updated versions of their selections, or historical changes made to their selections, from our live database at any time for no cost. Clients are required to download fresh copies of their selections every 30 days as a minimum and the new downloads should be used to completely replace or update any copies of the data held by the client. This is to ensure data is as accurate as possible and fit for purpose and reflects any preference changes made by post holders contained within the client's selections

Legal Jurisdiction

These terms are governed by English Law and Users agree to submit to the exclusive jurisdiction of English Courts in the event of any dispute.