

Clinical Radiology Audit Sub-committee

Clinical Radiology AuditLive

Terms and Conditions of Use

The Royal College of Radiologists (RCR) Clinical Radiology AuditLive is an area of the RCR website designed to promote and support audit for departments of clinical radiology in the UK. The area provides audit templates which users of the RCR website can read, print, and download and adapt for local use. Audit templates have been derived from the previously published RCR publications *Clinical Audit in Radiology 100+ Recipes* (1996), *Clinical Governance and Revalidations: A Practical Guide for Radiologists* (2000) and from new audit templates submitted under these terms and conditions by members and Fellows. All audits published are under the editorial control of the Clinical Radiology Audit Sub-committee of the RCR Board of the Faculty of Clinical Radiology.

1. For all site users

- 1.1 Please read these terms and conditions carefully. They set out the terms under which RCR Clinical Radiology AuditLive and its content are made available to you. These terms apply to all users of RCR Clinical Radiology AuditLive and by accessing the module you agree to be bound by these terms and conditions. If you do not accept these terms and conditions, you must not use RCR Clinical Radiology AuditLive.
- 1.2 The RCR reserves the right to modify the terms and conditions under which the RCR Clinical Radiology AuditLive are offered. You are responsible for reviewing these terms and conditions and your continued use constitutes your agreement to all such terms including all modifications posted.
- 1.3 The RCR will make reasonable endeavours to ensure to maintain RCR Clinical Radiology AuditLive in a safe operating manner. This is not a guarantee and we will accept no responsibility for failure of the service.
- 1.4 The RCR does not warrant that the RCR Clinical Radiology AuditLive is free from viruses or any other code that contains destructive properties.
- 1.5 All users are asked to respect the generosity of the contributors who have submitted individual audits. Whilst it is easy to copy material which appears on web sites, it is not legal to do so. The entire contents of RCR Clinical Radiology AuditLive are copyrighted under United Kingdom copyright laws. The Royal College of Radiologists (RCR) is the exclusive owner of the copyright, except where otherwise indicated. RCR Clinical Radiology AuditLive is for professional healthcare, personal educational and non-commercial use within clinical radiology in the UK. Any other use requires the written permission of the RCR. All proprietary notices on any material downloaded from RCR Clinical Radiology AuditLive for professional healthcare, personal educational and non-commercial use must not be changed or deleted. If we are using copyrighted material inappropriately, copyright holders should contact us immediately. We will take the necessary action to resolve the matter.
- 1.6 If the material from RCR Clinical Radiology AuditLive is used for personal educational purposes in your personal published or presented work, or if it is used to develop local audit materials within your healthcare institution, due acknowledgement must be given to any sources quoted and the RCR. All copyright watermarks on any images must be left intact. Images and text may be used for other non-commercial purposes by express permission of the RCR only (see 1.5 above). Any excerpts used for personal educational purposes must be reproduced accurately and not be used in a derogatory manner or in a misleading context. No one may copy, distribute, show in public or create any derivative work from the RCR Clinical Radiology AuditLive, or any of the material found within it, unless properly licensed by the RCR to do so.
- 1.7 You must not use RCR Clinical Radiology AuditLive for any purpose prohibited by these terms and conditions. You agree to use this site for lawful purposes only and also agree not to use RCR Clinical Radiology AuditLive in such a way that it would disable or impair any of the services and so restrict or inhibit the use of or enjoyment of the site by third parties.

2. For submitting authors

- 2.1 By submitting your audit, you are agreeing to the RCR Clinical Radiology AuditLive terms of use.
- 2.2 At least one of the submitting authors must be a member or Fellow of the RCR (and only members of the RCR have access to the submission module). However, the RCR encourages all radiographers, clinicians, physicists, etc. to be lead authors or co-authors of the audit templates. As the submitting author, you must ensure that you have written approval and copyright assignment from any other authors involved in preparing the audit template. You must therefore own the copyright of any material submitted to RCR Clinical Radiology AuditLive, or have express permission from the copyright holder(s) (you may be called upon to provide written copyright permission). You must ensure that any pre-existing copyright watermarks, etc are intact.

- 2.3 Submission of an audit template does not guarantee publication. The RCR and the Editors reserve the right to decline to publish audits, to edit and amend audits accepted for publication and to withdraw published audits. The decision of the Editor concerning all material submitted to RCR Clinical Radiology AuditLive is final.
- 2.4 When submitting content to RCR Clinical Radiology AuditLive, you must not:
- Defame, abuse, threaten or otherwise violate the legal rights (including the rights of privacy) of others.
 - Transmit or post any material that is defamatory, offensive or of an obscene and menacing nature.
 - Post or transmit any information, file or software that contains a virus or any other malicious or destructive code.
 - Post or transmit any message, data, image or program that would violate the property rights of others. This includes unauthorised copyrighted text, images or programs, confidential proprietary information and trademarks used in an infringing fashion, and also data in which patient information is identifiable but where the patient's consent to disclosure of the information has not been explicitly sought.
 - Submit material in the name of someone else, without their express permission to do so.
 - Create or use a false identity for the purposes of misleading others.
- 2.5 If any patient-recognisable data is visible in images or other information submitted to RCR Clinical Radiology AuditLive, you must obtain and confirm receipt of the written consent of the patient.
- 2.6 By submitting material to RCR Clinical Radiology AuditLive, you are granting the RCR permission to use your material in connection with the operation of RCR Clinical Radiology AuditLive on the College website. You are granting the RCR a license to copy, distribute, publicly display, edit, reformat and create derivative works of your submission and publish your name in connection with any other material that relates to your submission. No compensation will be paid for the use of your material in whatever form.
- 2.7 If your audit is published within RCR Clinical Radiology AuditLive, you will have assigned copyright of the audit to the RCR. In assigning your copyright, you are not forfeiting your proprietary rights, including patent rights. Nothing in this agreement shall restrict your rights to revise, adapt, prepare derivative works, present orally or otherwise make use of the contents of this audit template. You may do this after obtaining the RCR's permission, which will only be withheld in exceptional circumstances, provided that RCR Clinical Radiology AuditLive is acknowledged as the original source.
- 2.8 By submitting your audit, you agree that it will, if accepted, be published on the RCR website and will be used, printed and downloaded and adapted by users of the RCR website with the intent that they may use the material, for professional, personal educational and non-commercial purposes, with due acknowledgement.
- 2.9 Acceptance for publication does not imply publication in perpetuity. The RCR will periodically review online content and may withdraw content. If you wish to reference an audit template, you should verify its publication status.

3. Liability disclaimer for all site users

- 3.1 You assume total responsibility and risk for your use of this website and any services contained therein. This website is provided on an "as is, as available" basis without warranties of any kind either expressed or implied, including but not limited to the implied warranties of quality, accuracy, efficacy, completeness, fitness for a particular purpose, non-infringement or title.
- 3.2 The RCR assumes no responsibility for error or omissions in this website or any other website which may be referenced or linked to this website. References to other organisations, services or products are provided "as is" without warranties of any kind, either expressed or implied.
- 3.3 In no event shall the RCR be liable for any special, incidental, indirect or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, data or profits, whether or not advised of the possibility of damage, or under any theory of liability, arising out of or in connection with the use, communication, or transmission of this information. The information included in this website could include technical or other inaccuracies or typographical errors.
- 3.4 Amendments are periodically made to the information contained herein; these amendments will be incorporated into the website. The RCR may make improvements and/or said amendments to the website at any time. Any and all portions of this disclaimer shall automatically apply to all improvements and/or amendments as they appear on the website.
- 3.5 It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the website. The RCR does not warrant that the website will be uninterrupted or error free or that defects in the website will be corrected.
- 3.6 These conditions shall be deemed to be a contract made in UK and these terms of use are subject to UK law and to the exclusive jurisdiction of the UK courts.
- 3.7 The RCR hereby grants visitors to this website access to these pages conditional upon agreement to accept the application of the laws of England to govern matters between us in relation to this site and you agree to indemnify us and not hold us liable for the result foreseeable of any actions you may take based on the information contained herein.