

# Terms and Conditions – IMS Online

IMS Online is provided by the **Intelligence and Surveillance** team within the Public Health Institute to record needle and syringe exchange activity for reporting to local public health commissioners. It also allows for the inclusion of exchange activity in the **Integrated Monitoring System (IMS)** which captures details of the non-structured treatment activity delivered by syringe exchanges and substance misuse services across Cheshire & Merseyside.

## Updated client consent 2021 - Action required

The updated IMS confidentiality toolkit is [available to download here](#)

- The toolkit contains information sheets explaining how we use your data, which are useful when talking to clients about consent to share data with LJMU.
- The documentation has been updated to include, IMS data is cross matched with NDTMS for the purpose of total treatment numbers. NDTMS data is now owned by the Department of Health and Social Care (DHSC).

*Between 1st April 2013 and 30th September 2021 Public Health England (PHE) was an executive agency of the Department of Health and Social Care (DHSC). From 1st October 2021 NDTMS data matching previously completed by PHE will be delivered by the NDTMS team within the Department for Health and Social Care (DHSC).*

- If clients refuse consent, you should update the client record changing consent to 'No'. Their information will then not be included in reports, or your treatment numbers.

**By clicking agree below you are confirming that all clients accessing your service from 1st October 2021 have been informed of the updated IMS consent. Any clients who do not agree, or have not been informed of the change by 1st November 2021, will have their consent updated to 'No'.**

This guidance relates to client treatment and service provision activity recorded within IMS, it does not cover data recorded within the Drug Related Death (DRD) module and the toolkit has been updated with additional information to explain this.

## IMS Online Conditions of Use:

In this document, “We”, “our” and “us” refers to the Public Health Institute Liverpool John Moores University, and “you”, and “your” refers to you, the subscriber to our Services (normally a Pharmacy or Treatment Provider and its personnel).

The use of the term “Services” shall mean the IMS Online Data Collection Tool, and any associated services provided by us.

By using and/or continuing to use our Services you agree to all of the terms detailed below in the Conditions of Use.

1. These Conditions of Use apply to the Service. They may be revised at any time and without notice at our sole discretion. The use of the Service is taken to be your agreement to adhere to the current Conditions of Use at any given time. The most current statement of these Conditions shall be available from our web site at <https://ims.ljmu.ac.uk/reference>
  2. You are required to adhere to these Conditions of Use. If you breach them, we have the right at our sole discretion to suspend or terminate your access to the Service without notice or refund of any costs incurred, or to block access to the relevant component of the Service.
  3. You may cancel your user account to the Service at any time by ceasing to use the service or by giving us notice of your desire to cancel. In the event that you do not use the Service for a period of 180 days we reserve the right to cancel your account with the Service and remove your access rights from our systems and delete any data associated with it.
  4. We reserve the right to suspend or cancel any account to our Services at our sole discretion.
  5. All communications from you to us must be in writing and must be sent in one of the following ways: a) by post, b) by email
  6. We shall respond promptly to any communication we receive from you.
  7. We will not accept proof of sending as proof that we have received your communication. You must ensure that you have received acknowledgement from us.
  8. You may only access the machines, and specific ports and services on those machines that comprise part of the Service that you have been authorised to access. Seeking to obtain access to machines that comprise part of the Service, or ports or services on those machines, that you have not been specifically authorised to access will result in a suspension and/or cancellation of Service.
  9. You are required to keep the contact details that you have provided to us up to date. We may send notices or other information to you at the address you gave us. We will not pass these details to other bodies or organisations (e.g. government departments) except as specified elsewhere in these terms or required by law.
  10. We will use our reasonable endeavors to maintain all our Services. You will not be eligible for any compensation because you cannot use the service or because of a failure, suspension or withdrawal of all or part of the Service. We may change the Service at any time.
  11. Regardless of anything else in these Conditions of Use, our liability shall not exceed the proportionate amount of any fee you have paid to us.
  12. We shall not be liable for any consequential losses you may suffer.
  13. We are not responsible for any use you make of the Service, nor for any charges that you incur with any third party. You indemnify us against the effects of any misuse or any claims resulting from any such misuse.
  14. You will keep your userids, passwords and security details secure and will not disclose them to anyone else for any purpose. You will notify us if you believe security may have been compromised.
  15. You will not use the Service for any illegal purpose.
  16. You may not seek, by any means, to give the impression that you are an administrator of the Service of any other person or organisation who is engaged in the provision of the Service unless you are appointed to such a role by us.
  17. You may not install any executable program in binary form onto our servers, neither are you authorised to access or execute any process on our systems that you have not been specifically authorised to access or execute.
  18. You should not configure any automated system to connect to our systems in such a manner as to risk causing excessive load either on the servers or our networks. In particular you shall not configure a computer or other similar device to automatically upload files to our servers.
  19. We commit that we shall not disclose the details of any subscriber to the Service to any person or organisation for any purpose whatsoever, except as required by law, without the express written permission of the subscriber to do so.
-