

TERMS OF SERVICE

The Terms of Service below form part of the Application for membership of the Linniar program. Submission of an application signifies your agreement to the following terms.

We welcome you to the Linniar Program and look forward to assisting your organisation to maintain a consistent approach to quality.

We believe that clear communication from the beginning is important and we provide the following details of service, including responsibilities of Linniar and responsibilities of participants in the Linniar Program.

AT COMMENCEMENT

Every person nominated to receive access to the newly commenced program/s will receive an email with their login details and instructions on commencing the program. This email includes options for accessing training and support. Access is available immediately on receipt of welcome emails.

SUBSCRIPTIONS & CONTINUITY OF SERVICE

Your organisation is purchasing a subscription service. The nature of a subscription service is that, regardless of your organisation's access and usage, Linniar will continue to make the system and our intellectual property available to your organisation (and invoice accordingly) until provided with prior written notice to cease the subscription.

Our terms of service are subject to change. Everyone with online access to your organisation's subscription will be notified of these changes via their online member's. Terms of service are always accessible via a link under your 'Need help' menu. Emailed statements and billing reminders are issued to the nominated billing contact monthly should any invoice remain unpaid to serve as a further reminder of an active and ongoing subscription.

Users will be prompted online for their agreement updates to terms of service however ongoing subscription, usage of the system and payment of invoices signifies agreement to the terms of service current at the time of access and/ or payment.

CANCELLATION POLICY & REFUNDS

If your organisation has opted to be invoiced monthly, you will receive invoices for the month ahead on the first day of each month. Subscriptions can be cancelled as soon as the current month providing written advice is received at admin@linniar.co.uk by COB (4:30pm BST/GMT) on the last business day of that month. All online access will also cease on this day.

If your organisation has opted to be invoiced annually, you will receive an invoice for the fiscal year ahead approximately one month in advance. Your organisation can change or cancel their subscription for the financial year ahead prior to the 5th of April of the current fiscal year. No refunds are available once payment of annual invoices has been made.

If written notice to cancel an annual subscription received at admin@linniar.co.uk is received on or after the first day of the new fiscal year, 6th of April, your organisation will be invoiced at the standard monthly rate for each month between then and the month notice was received in the new financial year.

In these events, all outstanding invoices up to the final month of cancellation, must be paid prior to the last business day of this month, or within terms, to avoid further penalty or debt recovery action.

INTELLECTUAL PROPERTY & DATA OWNERSHIP

The Linniar program comprises a suite of audit tools, reports and resources such as manuals and schedules. All this content, through to the designs of the online platform and software it is accessible through, is protected by copyright. Only the individual services within subscribing organisations are legally entitled to access or make use of this content; any further modification, publication, unauthorised distribution or use of this content is prohibited unless Linniar approves a written request.

On cancellation of your subscription to the Linniar program, you must immediately cease to access, use or duplicate intellectual property owned by Linniar.

Your organisation always owns the data and content it has contributed. Data should be downloaded from the Linniar website prior to cancellation.

If your organisation contributes audit tools or content to be hosted in the Linniar system, it may later be de-identified and made available to other clients as an elective. It is the responsibility of the contributing organisation to advise Linniar to provide written instruction that custom tools and content contributed are for the exclusive use of the contributing organisation.

By agreeing to our Terms of Service, you consent to Linniar using your logo on our website as a testimonial of our Program. Please contact our office should you object to this consent.

RESPONSIBILITIES OF LINNIAR

The Linniar team is available between the hours of 8:30am – 4:30pm BST/GMT, each National business day to provide telephone, email and remote online support to all subscribing clients.

Linniar will work with consultants, industry experts and subscribing services to continually update and improve audit tools and reporting.

Linniar will release online content for audit tools included in our standard schedules by COB on the first business day of the relevant month.

Linniar will email subscribing users on the day of content release to provide program updates.

Appropriate service personnel will be proactively contacted by the Linniar team when potential errors or issues with their program usage is identified through our internal quality assurance processes.

Linniar will make available through the website, in real-time, a suite of statistically robust, benchmarked reports to all subscribing services for each audit tool completed in each month.

Linniar will encourage and actively seeks, through measures such as surveys and call plans, feedback to continuously improve our program and services.

Linniar will ensure smooth and speedy access to the website for program users. Scheduled maintenance and updates to the site will be performed outside of normal business hours and unexpected outages will be limited to 4 hours.

RESPONSIBILITIES OF PARTICIPANTS IN THE LINNIAR PROGRAM

Ensure your program is meeting your needs and contact the Linniar team for help to refine it if required.

Read, follow and respond to communication, instructions and requests issued by Linniar throughout your subscription to the program. Avoid unsubscribing to monthly newsletters.

Ask for help. Reach out to the Linniar team if you have any questions, require training, have suggestions for improvement or have any issues or concerns with your program.

Endeavour to submit all data online by proposed sign-off dates.

Ensure only honest and accurate results are entered. Review online question explanations and criteria and ensure your data is exactly aligned with these prior to submitting it for reporting.

Regularly review your subscription to Linniar and advise the team of any changes. Particularly with personnel leaving or joining our organisation.

HOW LINNIAR PROTECTS YOUR PRIVACY AND CONFIDENTIALITY

Please refer to the [Privacy Policy](#) on our website.

Linniar is compliant with the [General Data Protection Regulation \(GDPR\)](#).

All services are assigned a de-identified number to ensure confidentiality. The service name will not appear on any documentation or reports, unless you receive Summary Management Reporting within your organisation.

Data is stored on secure United Kingdom cloud services where all data is routinely backed up every 15 minutes.

Linniar will provide aggregated and de-identified data and information only for research, peak bodies, government bodies, marketing, and training. Data will never be identified to a service or individual.

CUSTOM REPORTS, ADDITIONAL WORKS AND CONSULTATION

While we aim to provide the best possible range of services and reporting to all our members, there are times when specific requests are made where we may not have an immediate or ready-made solution available. In instances where additional work, such as consultation and development, outside the scope of a Linniar membership is required, Linniar can provide an estimate of the time and costs involved in completing the project. All additional works and the associated terms must be agreed upon and approved by an authorised person prior to Linniar commencing work on the request.

UNPAID OR OVERDUE INVOICES

If a service's payment of subscription fees falls in arrears, including services who have cancelled but still have subscription fees owing, the following action will be taken:

Statements will be emailed to all services with unpaid invoices at the beginning of each month.

When an account becomes three months in arrears, a note will be automatically issued requesting immediate payment of the monies due.

If payment is not received within thirty (30) days of the note above being issued, the system will automatically suspend online access until the payment due has been received.

If after a further sixty (60) days, payment due still has not been received, the system will cancel the service's membership and Linniar will commence debt recovery procedures.

DISCLAIMER

While every care is taken in compiling information and providing tools to facilitate our member services continuous quality improvement, Linniar shall not be held responsible for the use of this information or tools. The documents produced by Linniar are only tools and it is the responsibility of each organisation to use this information to implement changes and guide their quality systems as required.

No responsibility is accepted for the accuracy, completeness, or relevance to the user's purpose of the information, and those using it for whatever purpose, are advised to verify it with the relevant government body or legislation and regulations.

Reference to resources in the audit tools or data definitions are provided as examples and Linniar makes no representations, express or implied, as to the accuracy of the information and data contained on websites.

Neither Linniar, nor its officers, employees or representatives make any representation or warranty, express or implied, with respect to completeness, accuracy or currency of any information and Linniar expressly disclaims all liability relating to or resulting from the use of the Linniar program.

Linniar reserves the right to alter these Terms of Service at any time. Please refer to the 'Need help' menu under your Linniar login for the current Terms and Conditions.