



JCM Groundworks Limited
Acceptable Use Policy (website)¹

Registered address: 1ST FLOOR ASHLEY HOUSE, 58 - 60 ASHLEY ROAD, HAMPTON, MIDDLESEX, ENGLAND, TW12 2HU

Acceptable Use Policy (website)²

(1) This Policy

This Acceptable Use Policy (the “**Policy**”) sets out the rules governing the submission of user content (“**Content**”) to our website at www.jcmgroundworks.co.uk (the “**Website**”).

[By using our Website, you accept the terms of this Policy / Before you can post Content, we will ask you to expressly accept the terms of this Policy.]³

(2) General restrictions

You must not use our Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website, or any of the areas of, or services on, the Website.

You must not use our Website:

- (a) in any way which is unlawful, illegal, fraudulent or harmful; or
- (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

[Content must be suitable for all Website users, including [young] children [over the age of 13].]⁴

(3) Licence

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

(4) Unlawful and illegal material⁵

You must not use our Website to store, host, copy, distribute, display, publish, transmit or send Content which is illegal or unlawful, or which will or may infringe a third party's legal rights, or which which could give rise to legal action whether against you or us or a third party (in each case under any applicable law).

Content (and its publication on the Website) must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral rights, database rights, trade mark rights, design rights, rights in passing off, or other intellectual property rights;
- (d) infringe any rights of confidence, rights of privacy, or rights under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;

² This Acceptable Use Policy template specifies the kinds of user generated content that a user may submit to a website. It should be used in conjunction with a disclaimer/terms of use/terms and conditions document, which will cover the other legal issues affecting website use (such as liability and licensing).

³ The provisions of the Acceptable Use Policy are more likely to be enforceable against a user if expressly accepted, for example by the user ticking a check box or clicking an “I agree” button.

⁴ Delete/amend as appropriate.

⁵ This section prohibits the submission of unlawful content. Content may be unlawful by virtue of it breaching the criminal law, or giving rise to civil liability on the part of the writer and/or publisher.

- (f) constitute an incitement to commit a crime;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation; or
- (k) be in breach of any contractual obligation owed to any person.

You must not submit any Content that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

[(5) Graphic material

Content must not depict violence in an explicit, graphic or gratuitous manner.

Content must not be pornographic or sexually explicit, or consist of or include explicit, graphic or gratuitous material of a sexual nature.]⁶

[(6) Harmful software

You must not use the Website to promote or distribute any viruses, Trojans, worms, root kits, spyware, [adware] or any other harmful software, programs, routines, applications or technologies.

[You must not use the Website to promote or distribute any software, programs, routines, applications or technologies that will or may negatively affect the performance of a computer or introduce significant security risks to a computer.]⁷

[(7) Factual accuracy

Content must not be untrue, false, inaccurate or misleading.

Statements of fact contained in the Content must be true[; and statements of opinion contained on the Content must be truly held and where possible based upon facts which are true].⁸

[(8) Negligent advice

Content must not consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause

- (a) illness, injury or death; or
- (b) any other loss or damage.]⁹

[(9) Marketing and spam

You must not [without our prior written permission] use our Website for any purposes related to marketing,

⁶ Include this section if you want to prohibit graphically violent and/or sexual material which is not unlawful in itself.

⁷ Some software falling within this provision may not be “malware” as such.

⁸ This prohibition will not always be appropriate. The second part of the prohibition (from “Statements of fact...”) refers to the defences (to libel proceedings) of justification and fair comment.

⁹ This section is directed at material which may give rise to a claim of negligent misstatement. Again, its inclusion will not always be appropriate.

advertising, promotion, or the supply and/or sale of goods and/or services.

Content must not constitute spam.

You must not use our Website to transmit or send unsolicited commercial communications.

You must not use our Website to market, distribute or post chain letters or pyramid schemes or similar material.]

[(10) Netiquette

Content must be appropriate, civil, tasteful and accord with generally accepted standards of etiquette and behaviour on the internet.

Content must not be [grossly] offensive, deceptive, threatening, abusive, harassing, or menacing, hateful, discriminatory or inflammatory.

Content should not cause annoyance, inconvenience or needless anxiety.

Do not flame or conduct flame wars on our Website (“flaming” is the sending hostile messages intended to insult, in particular where the message is directed at a particular person or group of people).

Do not troll on our Website (“trolling” is the practice of deliberately upsetting or offending other users).

You must not flood our Website with Content focusing upon one particular subject or subject area, whether alone or in coordination with other users.

Content must not duplicate existing Content on our Website.

You must submit Content to the appropriate part of the Website.

Do not unnecessarily submit textual content in CAPITAL LETTERS.

You should use appropriate and informative titles for all Content.]

[(11) Hyperlinks

You must not link to any website or web page containing material that would, were it posted on the Website, breach [the preceding terms of this Policy / Sections [*Insert details*] above.]¹⁰

(12) Breaches of this Policy

We reserve the right to edit or remove any Content in our sole discretion for any reason, without notice or explanation.

Without prejudice to this general right, if you breach this Policy in any way, or if we reasonably suspect that you have breached this Policy in any way, we may:

- (a) delete or edit any of your Content;
- (b) send you one or more formal warnings;
- (c) temporarily suspend your access to a part or all of the Website;
- (d) permanently prohibit you from using a part or all of the Website;
- (e) block computers using your Internet Protocol address from accessing the Website;

¹⁰ Delete if users cannot post hyperlinks. You may want to use less stringent standards for linked material than for material on the Website (not least because you are less likely to be liable in respect of linked material).

- (f) contact your internet services provider and request that they block your access to the Website; and/or
- (g) bring court proceeding against you for breach of contract or otherwise.

(13) Banned users

Where we suspend or prohibit your access to the Website or a part of the Website, you must not take any action to circumvent such suspension or prohibition (including without limitation using a different account).

(14) Monitoring

Notwithstanding the provisions of this Policy, we do not actively monitor Content.¹¹

If you become aware of any material on the Website which contravenes this Policy, [you must / please] notify us [by email / using the reporting system on the Website].

(15) Applicable law

This Policy will be governed by and construed in accordance with [English]¹² law.

¹¹ The purpose of this provision is to help you take advantage of certain defences in the E-commerce Regulations and the Defamation Act 1996. In general terms, it should only be deleted where you plan to institute a comprehensive content monitoring system.

¹² If you plan to change the governing law, we recommend that you take legal advice from an appropriately qualified person.