

ACCEPTABLE USE POLICY FOR WEBSITE ETC

Date this policy was revised: 15 December 2020
[previous revision 1 March 2015/1 Jan 2016]

This acceptable use policy sets out the terms between you and UK Association of Letting Agents Ltd (“UKALA”, “we”, “us”, “our”) under which you may access online forums and other interactive **services provided on our website** www.ukala.org.uk (“**website**”). This acceptable use policy applies to all users of, and visitors to, our website (including registered members).

Your use of our website means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our website terms of use.

About us

UKALA Ltd is a not-for-profit company limited by guarantee (registered in England under number 03401834).

UKALA is a leading membership organisation which represents and supports residential letting agents in the UK. We are committed to act in the best collective interests of our membership and the wider sector.

Prohibited uses

You may use our website only for lawful purposes. You may not use our website:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam), or for your own commercial or business purposes.
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our website in contravention of the provisions of our website terms of use; and
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our website;
 - any equipment or network on which our website is stored;
 - any software used in the provision of our website; or
 - any equipment or network or software owned or used by any third party



Interactive services

We may from time to time provide interactive services on our website to registered members or users generally ("**Interactive Service(s)**"), including, without limitation:

- Chat rooms or online forums.
- Bulletin boards.
- Blogs, wikis, comments and ratings.

Where we do provide any Interactive Service, we will provide clear information to you about the kind of service offered and, if it is moderated, what form of moderation is used (including whether it is human or technical).

Moderation

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any Interactive Service provided on our website, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide on our website, and we expressly exclude our liability for any loss or damage arising from the use of any Interactive Service by a user in contravention of our content standards, whether the service is moderated or not.

Unless otherwise clearly and prominently stated, we do not check or moderate your content. This means we do not check posts, comments and other material posted by you before they are published, and therefore we are not liable in accordance with the website terms of use and this acceptable use policy. But if we do spot any material that does not comply with this acceptable use policy we will remove it as soon as practically possible.

The use of any of our Interactive Services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an Interactive Service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any Interactive Service should be made aware of the potential risks to them.

If you wish to report any problems

If you see a post which you feel uses offensive language or is otherwise unsuitable, if any provision of this acceptable use policy is broken by you or other users or if you have any other concerns about material posted to the website or the use of or participation in any online forum or other Interactive Service, please let us know immediately at info@ukala.org.uk

Content standards

These content standards apply to any and all material which you contribute to our website (contributions), and to any Interactive Services associated with it.

Contributions (in whole or in part) must:

- Be in compliance with our Code of Practice.
- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Breach our Code of Practice.
- Contain any material which is defamatory of any person.
- Contain any material which is misleading or unreliable.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.

continued overleaf...



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info@ukala.org.uk



- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence. Promote any illegal activity.
- Be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- Contain any content which results in UKALA being in breach of the law.

Suspension and termination

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our website. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms upon which you are permitted to use our website, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our website.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our website.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs on a solicitor and client basis) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to regulatory and/or law enforcement authorities as we reasonably feel is necessary.

We may take any of the above actions in respect of registered members in accordance with the membership Terms and Conditions.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

Changes to the acceptable use policy

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our website.



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