

# THE BRASSERIE

ONE WARWICK PARK

## **ACCEPTABLE USE POLICY**

This acceptable use policy sets out the terms between you and us under which you may access our website [www.brasserie-owp.co.uk](http://www.brasserie-owp.co.uk) (our “Site”). This acceptable use policy applies to all users of, and visitors to, our site.

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

[brasserie-owp.co.uk](http://brasserie-owp.co.uk) is a Site operated by One Warwick Park Limited trading as One Warwick Park Hotel (“we” or “us”), a company registered in England and Wales under company number 06197768 and with its registered office address at 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB.

### **Registration**

Where any part of the Site requires that you register, you must provide accurate and complete registration information. It is your responsibility to update and maintain any changes to that information (including your email address) by altering your details as appropriate.

Registration is at your risk and we will not be liable for any unauthorised transactions made using your user name, pin number or password.

### **Prohibited Uses**

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

- 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 send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 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 Site in contravention of the provisions of our [Terms of Website Use](#).
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our Site;
  - any equipment or network on which our Site is stored;
  - any software used in the provision of our Site; or
  - any equipment or network or software owned or used by any third party.

## Content Standards

By submitting content to us, you grant us a royalty-free, perpetual, irrevocable, transferrable right and license (with right to sub-licence) to use, reproduce, modify, edit, adapt, publish, translate, create derivative works from, distribute, perform, and display such content (in whole or part) worldwide and/or incorporate it in other works in any form, media, or technology now known or later developed for our commercial purposes for the full term of any rights that may exist in such content. By submitting your content you warrant that you have the right to grant the licence. We also have the right to discuss your identity with any third party who is claiming that any content posted or uploaded by you constitutes a violation of their intellectual property rights, or of their right to privacy.

These content standards apply to any and all material which you contribute to our Site (“**contributions**”), and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- 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:

- Contain any material which is defamatory of any person or company.
- 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.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Encourage or teach conduct that is illegal or a criminal offence.
- 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.

- Promote any products, services or chain messages or for any commercial purpose without our prior consent.
- Harm or attempt to harm minors.
- Disclose any confidential information or trade secrets of any company or organisation.

## **Forum Rules**

1. We are keen to encourage a lively and informed debate but at the same time we consider that some of the topics will require a closer level of editorial oversight. Consequently, we have introduced moderation for some of the discussions. When comments appear on the Forum they will either be “moderated” or “non-moderated”. Moderation means that our staff will check each comment before posting it onto the Site. We cannot guarantee that all comments can be published. We will publish as many comments as we can but we do retain the right to edit your comments or not publish them.
2. Please be polite. Do not use swear or crude words or sexual language. If you see a word that you find offensive, please bring it to the attention of the moderator, who will make a decision as to its suitability in the given context. If words are judged to be offensive, they will be removed.
3. You must not personally attack or troll a Forum member. Personal attacks are known as posts that are designed to put down or insult other Forum members. Trolling are posts that are deliberately designed for the purpose of angering and insulting others. These types of comments are not beneficial to the Forum community and are not in the spirit of the Site. Comments that are judged to be personal attacks or trolling will be removed.
4. You must not advertise on the Forum. If you wish to advertise with us, please contact us directly.
5. You must not impersonate another Forum member or moderator. You must not pretend that you are unconnected to a story or topic when you are. Any personal connections to a story or topic must be disclosed.
6. Please do not include anyone else’s confidential or private information.
7. Please do not write anything that could prejudice pending or ongoing court proceedings of which you are aware. If you do, you could be in contempt of court.
8. We want to encourage safe and open discussions but if you think a comment breaks these rules, you can report it to the moderator by stating what you find unacceptable about the comment. If the comment is judged to be unacceptable the comment will be removed. If it is found to be acceptable, it will be allowed to remain on the Forum. This process may be automated and the comment may be removed automatically, before being reviewed by the moderator. Then it will either be reinstated or remain removed from the Site. Whilst we do have moderators, we are under no obligation to moderate the Forum and we expressly exclude our liability for any loss or damage arising from the use of the Site or any feature on the Site by a user in contravention of these rules,

whether the service is moderated or not. We will not normally enter into correspondence about complaints but may do so in special cases. Please do not abuse the complaints system. It is there to allow users to report any comments which you deem unsuitable and in breach of the rules. Similarly, please do not use the complaints system to complain about spelling errors, differences of opinion or multiple postings. Anyone who repeatedly abuses the complaints system simply because they disagree with comments may have their account suspended.

9. If you are under the age of 16, please get your parent's or guardians' permission before taking part in the Forum discussions. Please remember not to reveal any information about yourself (for example your telephone number, home address) without getting your parents' or guardians' permission first.
  
10. If you fail to abide by these Forum rules we reserve the right to terminate your account immediately. We accept no liability in respect of any comment submitted by users and we are not responsible for its content or accuracy. Please keep your comment relevant and in good taste. If any comment that is posted is illegal (for example defamatory), condones illegal activity (such as recommends drug taking) or infringes the copyright of a third party then it will be removed.

### **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 Site. 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 of Website Use](#) upon which you are permitted to use our Site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our Site.
- 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) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

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 document. You are expected to check this document 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 Site.