

Standards Forum Policy

The Standards Forum section of the Standards for England website is provided for use by registered Forum Users by the Standards Board for England (“we”, “us” “our” “SfE” “Standards for England”).

This Standards Forum Policy (“Policy”) together comprising of the Forum Rules, Terms of Use and our Privacy Policy governs all activity in our Standards Forum (“Forum”) including all content, information and materials (“Content”) provided in it. By accessing and using the Forum you will automatically be taken to have read, understood and accepted this Policy. If you do not agree to be bound by this Policy, please cease to access the Forum and any content found within it.

This Policy may be amended from time to time, and we therefore suggest that you review it periodically.

Contents:

- **Forum Rules**
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Key Points to note:

IMPORTANT CHANGE: Officers nominated by their Monitoring officer can now register as Forum Users.

By accessing and using the Forum a standards committee member will be acting in his or her official capacity and the Code of Conduct 2007 will apply to your conduct.

We provide this Forum to allow registered users to interact with each other and do not endorse any opinions expressed by Forum users. Anything on the Forum is for information purposes only and does not constitute legal or professional advice. It should not be relied on without taking independent advice. See terms of use 11.2.2.

Your post is subject to the Freedom of Information Act 2000 and could be released into the public domain if deemed appropriate. See terms of use 4.

Please do not post anything identifying any specific facts, including information that may identify complainants, subject members or other parties, about any ongoing or pending Code of Conduct complaint, investigation or hearing.

Do not post content that might in any way breach the confidence of another individual, or that contains their personal information. See Forum Rules.

Please inform us if your details change or you are no longer a standards committee member or monitoring officer. See terms of use 1.

Forum Rules

Please take a moment to read the following Forum Rules (“Rules”). These should be read in conjunction with our Terms of Use and Privacy Policy. If there is anything you do not understand, then please Contact Us.

The Forum is only available to registered Forum Users (“Users”) who can be Monitoring Officers, members of standards committees or officers nominated by the Monitoring Officer. The Forum is provided as a place for Users to report information, seek advice and share ideas about the ethical framework. These Rules have been put in place to help ensure that the Forum is a welcoming and useful resource for everyone that participates. As in a real community,

Users are asked to respect other users and their rights. In addition standards committee members are reminded that they will be acting in their official capacity and must abide by the Code of Conduct 2007 whenever they access and / or use the Forum.

The Rules outline what is deemed unacceptable behaviour and it is important to read them carefully.

- Do not use profanities, bad language and offensive nicknames.
- Do not post content which is discriminatory whether racist, sexist, homophobic, pornographic, or otherwise offensive.
- Do not post a personal insult about another User.
- Do not post any content that is deliberately intended to upset or harass other Users.
- Do not post libellous or defamatory comments.
- Do not post anything identifying specific facts, including information that may identify complainants, subject members or other parties, about any ongoing or pending Code of Conduct complaint, investigation or hearing.
- Do not post content that might in any way breach the confidence of another individual. For example, an email received from an individual cannot be posted on the forum without first obtaining that individual's consent.
- Do not post content containing another person's personal information (including their name, home address, job title, telephone number or other contact details) without first obtaining the relevant person's consent.
- Do not post content which you have copied from someone else (i.e. you do not own the copyright).
- Do not impersonate any person.
- Do not collect or store personal data about other Users.
- Do not advertise or solicit.

- Do not link to other sites or products for advertising purposes, or otherwise use the Forum to generate personal business from other Users.
- Do not link to sites that contain any form of pornography, swearing or items otherwise deemed inappropriate.

Removing Content, Post or Thread

We cannot and do not review every post before it appears on the Forum nor do we monitor the conduct of every User. We will access the Forum from time to time in order to help ensure that Users are adhering to the Policy. We operate a 'notice and take-down' policy which means if we notice or are made aware of a post that contravenes these Rules, we reserve the right to amend or remove the post at our discretion. We may also at any time, and without prior or post warning, close threads on the Forum as we consider appropriate.

If you break any of the Rules or are found to be abusing the Forum by posting comments we believe to be rude, deliberately antagonising or disruptive, or a personal attack, inappropriate or otherwise unacceptable then we reserve the right to give you a warning or terminate your membership immediately.

We do not wish to censor or control your opinions, but we will ensure these Rules are respected. To this end, you agree that, if asked, you will submit to the requests of the Forum Moderator. The Forum Moderator's decision is final.

We encourage you to contact us if you feel a post violates these Rules. Please click the Report to Moderator link to let us know.

Terms of Use

Please take a moment to read the following Terms of Use. These should be read in conjunction with our Forum Rules and Privacy Policy. If there is anything you do not understand then please Contact Us.

1. Your registration obligations

1.1 In consideration of your use of our Forum, you agree to:-

1.1.1 provide accurate, current and complete information about yourself; and

1.1.1 maintain and promptly update your registration data to keep it accurate and current. If we have reasonable grounds to suspect that any information is inaccurate or not current, we have the right to issue you with a warning or terminate your registration.

1.2 When you successfully register as a Forum User we will create a username and password. You are responsible for keeping your password confidential and shall take all necessary steps to ensure that it is kept secure and not disclosed to any other person.

1.3 If you know or suspect that your password has been disclosed to any other person you must Contact Us immediately. Please note that you are responsible for all activities that occur under your username and password.

1.4 Your username will be made up of your first initial followed by your last name (for example JBloggs) and will be used to identify you in the Forum.

1.5 Where you cease to be a Monitoring Officer, member of a standards committee or an officer who is no longer nominated by the Monitoring Officer, you must immediately Contact Us to notify us of this fact so that we can update your registration and rights of access to the Forum.

2. Your personal information

When you register as a Forum User (“User”) you must submit your name, email address and other details. In return we agree to use all such personal information in accordance with our Privacy Policy.

You are responsible for ensuring any safety of all other personal information. We recommend that you do not include your home address, telephone number or other more sensitive personal information in any post, unless you are entirely satisfied that such information should be made public.

3. Your obligations

3.1 You may only use the Forum (including any Content you access, copy or download) for your own non-commercial use, and in any event in accordance with the Standards Forum Policy (“the Policy”).

3.2 You agree:

3.2.1 not to change any text or images contained in the Forum or merge it with any other text, or forge headers or otherwise manipulate identifiers in order to disguise the origin of any of the Content.

3.2.2 to respect and comply with the legal rights of others, in particular our rights and any rights of individuals under the Data Protection Act 1998, the law of confidentiality, and the right of privacy under Article 8 of the Human Rights Act 1998.

3.2.3 to abide by the Code of Conduct 2007 if you are a standards committee member and to accept that you are acting in your official capacity.

3.3 You agree that you will not use the Forum (including any Content):

3.3.1 for your personal commercial gain;

3.3.2 to upload, post, email or otherwise send (together "upload") any content that is unlawful, illegal, fraudulent, offensive, harmful, threatening, abusive, harassing, tortuous, indecent, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or discriminatory whether racially, ethnically, sexually, religiously or otherwise objectionable or which may incite or instruct any person or organisation to undertake such activities;

3.3.3 to impersonate any person or entity, falsely state or otherwise misrepresent yourself or your connection with a person or entity or disguise the origins of any Content;

3.3.4 to upload any Content that you do not have a right to transmit under any law or under contractual relationships;

3.3.5 to upload any Content that infringes any intellectual property rights of any party;

3.3.6 to upload any unsolicited or unauthorised advertising, promotional materials, 'junk mail', 'spam', 'chain letters', or any other form of solicitation;

3.3.7 to upload any Content that contains computer viruses or any other computer code, files or programs designed to interrupt, destroy, limit the functionality of any computer software, hardware or telecommunications equipment;

3.3.8 to disrupt the normal flow of dialogue, cause a screen to 'scroll' faster than other users of the forum areas are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; or

3.3.9 infringes our legal rights or any other User, or any other person or organisation.

4. Freedom of Information

The Freedom of Information Act 2000 ("the FOIA") enables people to gain access to information held by public authorities subject to a number of exemptions. The Standards Board for England is subject to the provisions of the FOIA. You agree that when we receive a request under the FOIA which includes any information that either belongs to a User or consists of any content uploaded, posted or emailed onto the Forum by any User, we may determine to release this information into the public domain as we deem appropriate and in accordance with the FOIA and the Data Protection Act 1998.

5. Monitoring, Sanctions and Termination

5.1 In order to provide Users with general support and advice in relation to their use of the Forum and for security and abuse- management reasons, we reserve the right to:

5.1.1 access and monitor the use of the Forum and any Content uploaded on it; and

5.1.2 take whatever steps we consider are necessary for any breach of the Standards Forum Policy or to protect our Users or our rights or third party rights which are threatened or infringed, including editing, modifying or removing any Content you have uploaded, suspending or discontinuing any discussion thread and / or restricting or terminating your membership and access to the Forum.

5.2 All breaches will be logged and our decision is final in all such cases.

5.3 If you witness any breaches in the Forum, please Contact Us immediately. We cannot guarantee the prompt editing or removal of any Content, posts, messages or threads.

5.4 Any breaches may lead to us reporting your activities to your authority, or to legal action being taken against you, or both.

5.5 When we consider it appropriate, we may contact you to inform you of any action we have taken in relation to Content which you have uploaded and what steps (if any) we require you to take.

5.6 We are entitled to revoke your membership or otherwise limit your right of access to the Forum at anytime or in any event on 1 week's notice.

6. Availability of the Standards Forum

6.1 We shall use reasonable endeavours to ensure that the Forum is available between the hours of 09.30 and 17.00 Monday to Friday, excluding public holidays. While the Forum may be available outside of those times, we make no representation or guarantees as to such availability.

6.2 We reserve the right to withdraw access to all or any part of the Forum for periods of time in order to modify Content, scheduled or emergency maintenance and other purposes without notice to you.

6.3 Since you will receive the Forum via third party telecommunications networks, you acknowledge that we cannot guarantee that the availability of the Forum will be uninterrupted or error free. Similarly we cannot guarantee that the transmission of any information over such telecommunications networks will be secure nor that you will be able to access the Forum at all times.

6.4 The Forum is therefore provided to you on an "as is" and "as and when available" basis, and your use of the Forum is at your own risk.

7. Links

7.1 The Forum may contain links to websites which are not under our control. These links will be provided for your convenience only. We are not responsible for the availability or content of such other websites or for any products or services available from them. Any such link should not be seen as an endorsement of such websites, or any products or services contained on them.

7.2 You should be aware that your use of such other websites may be subject to additional terms and conditions imposed by the owners of those websites. Your dealings with such third parties are between you and the third party, and we accept no liability as a result of you accessing such websites or entering into contractual arrangements with the operator in question.

8. Ownership and Licence

8.1 You acknowledge that all rights in copyright, patents, design rights, trade marks ("Intellectual Property Rights") whether registered, capable of registration or otherwise throughout the world, for the full duration of such rights in the Forum (including in the Content) are owned by us or our licensors. Except for your use of the Content in accordance with the Policy, you are granted no Intellectual Property Rights in respect of the Forum.

8.2 You may print, copy or download the Content provided always that:

8.2.1 the Forum and/or any User or third party responsible for creating the content, is the acknowledged source;

8.2.2 all titles credits and URLs are included; and

8.2.3 you comply with any legal notice contained in the content.

This permission is revocable by us at any time.

8.3 In relation to any content which you upload, you grant to us a non-exclusive royalty free licence (which includes the right to grant sub-licences) to include such Content on the Forum so that it can be made available by us as part of the Forum and be viewed and downloaded by Users and used and exploited as they see fit, subject to them respecting any reasonable legal notice which you may place on such Content.

8.4 You grant to us a world-wide, royalty-free, irrevocable, non-exclusive licence (including the right to sub-license) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any content (in whole or part) you upload and/or to incorporate such Content in other works in any form, media or technology now known or developed.

9. Indemnity

You agree to indemnify and hold us harmless from and against any loss, damage or expense caused to any persons (including us or any other User, to the extent such losses, damages and expense is caused by any Content which you have uploaded and / or your use of the Forum, or to whom you have disclosed your password (whether inadvertently or not), and / or your breach of the provisions of the Policy.

10. Our liability

10.1 We shall not be liable to you in contract, tort (including negligence) or otherwise for:

10.1.1 any damage or loss arising from the consequences of viruses received by you via the Forum or of our failure to provide the Forum in accordance with the Policy;

10.1.2 any economic losses (including loss of profits), any indirect or consequential losses, loss of data, goodwill or reputation, or for any wasted expense including but not limited to losses caused by viruses, and

10.1.3 any other liability we may have to you whether in contract, tort (including negligence) or otherwise for any loss or damage suffered by you in relation to the Forum.

10.2 In any event we will not be liable for any failure to perform our obligations if we are prevented from doing so by an event beyond our reasonable control including (but not limited to):

10.2.1 strikes or labour disputes;

10.2.2 acts of God, war, riot, civil action, malicious acts or damage, fire, flood or storm;

10.2.3 compliance with any law, governmental or regulatory order, rule, regulation or direction, any act or omission of any government or other competent authority; and/or

10.2.4 accident, equipment or services failure, including the unavailability of third party telecommunications services, lines or other equipment.

11. Disclaimer

11.1 We do not limit our liability if you die or are injured as a result of our negligence or you suffer loss as a consequence of any fraud by us, and nothing in these Terms of Use should be read as making any such limitations.

11.2 You should note that since content is provided not only by us but also by Users we cannot and do not undertake to monitor every item of Content uploaded onto the Forum and as a result:

11.2.1 we are unable to guarantee that the Forum is virus and/or error free. You should always check Content before downloading. Any Content is downloaded by you at your own risk, and on the basis that you will be solely responsible for any damage to your computer system or loss of data that result from the download of such content; and

11.2.2 we make no representations, warranties or endorsements about the information included in the Forum or its accuracy (including in relation to any opinions or advice given, or any links to other websites). Nor do we endorse any opinions expressed in the Forum. Anything on the Forum is for information purposes only and does not constitute legal or professional advice and should not be relied on without taking independent advice.

11.3 You are solely responsible for any decisions you take based on the information contained in the Content.

12. General

Please note the following:

12.1 any failure or delay by us to bring legal proceedings in relation to the Forum, shall not be regarded as a waiver of any rights. Indeed if we do waive any such rights, this shall not be regarded to be a waiver of any other or future rights we may have;

12.2 if any paragraph, or part of any paragraph of the Policy is found by any Court, or other competent body to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, that part shall be deemed to be severable from the Policy and the remaining provisions of the Policy shall continue in full force and effect;

12.3 the Policy is not intended, nor shall it operate, to create a partnership or joint venture of any kind between us and you, and you are not authorised to act as our agent;

12.4 no term of the Policy shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 ("Act") by a third party, who is not a party to this agreement save for any other User who shall be entitled to exercise any rights it may have under that Act against you. Notwithstanding that any term of the Policy may be or become enforceable by any other User, we shall be entitled to vary, amend, modify, suspend, cancel or terminate our agreement with you in accordance with the other terms of the Policy, without their consent;

12.5 you may serve any formal notice on us by Contacting Us, and we may serve a formal notice on you, by either first class post or email to the contact details you submitted upon registration (as may be updated by you from time to time) and such notice will be regarded as formally received by the other on the next day that is not a weekend or a public holiday;

12.6 the Policy represents all the terms and conditions of your agreement with us that arises automatically when you use the Forum, and supersedes any previous agreements between us relating to your use of the Forum.

12.7 you acknowledge that (in relation to your use of the Forum) you have not relied on any statement, representation, warranty or understanding made by us or on our behalf (whether or not made negligently) other than those expressly set out in the Policy;

12.8 the Policy shall be interpreted in accordance with English Law and you and we submit to the exclusive jurisdiction of the English Courts.

Contacting Us

You can contact us by sending an e-mail message to: forum@standardsforengland.gov.uk

Or by writing to us at:

Standards Forum
Standards for England
Fourth Floor
Griffin House
40 Lever Street
Manchester
M1 1BB