



Dove Nest Group Online and Digital Learning Platforms Acceptable Use Policy


DOVE NEST GROUP POLICIES AND PROCEDURES

CHANGE CONTROL

Date	Issue	Details of change
Oct 17	1.0	New Document acceptable use of the company learning portal
Oct 17	1.1	Amendments to generalise platforms advised by KMC
August 2020	1.2	Reviewed

AUTHORISATION

Approved at full Board Meeting on 24/08/2020

Signed: 

Managing Director

J Jones

Date 26/08/2020

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Introduction

Purpose

It is the responsibility of all users of Dove Nest's learning platform to read and understand this policy. This policy may be updated from time to time, in order to comply with legal and policy requirements.

Policy

This acceptable use policy sets out the terms between **the user (you)** and **Dove Nest Group** ("we" or "us") under which you may access our website www.developwithdovenest.co.uk, or any other learning platform or portal supplied by the company (the Site). This acceptable use policy applies to all users of, and visitors to, the Site.

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

Scope

Members of the company and all other users (staff, learners, visitors, contractors and others) of Dove Nest facilities are bound by the provisions of its policies in addition to this Acceptable Use Policy. This also requires appropriate and legal use of the technologies and facilities made available to students, staff and partners of the company.

Prohibited Use

You may use the Site only for lawful purposes. You may not use the 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 purpose or effect.
- For the purpose of contacting or harming or attempting to contact or harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use material which does not comply with our content standards (see 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 the Site in contravention of the provisions of our terms of use.
- Not to access without authority, interfere with, damage or disrupt:
 - Any part of the Site.
 - Any equipment or network on which the Site is stored.

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- Any software used in the provision of the Site, OR
- Any equipment, network or software owned or used by any third party.

Interactive Services

We may from time to time provide interactive services on the website, including, without limitation:-

- Chat rooms.
- Bulletin boards.
- Forums.
- Blogs.

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

However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on the Site, and we expressly exclude our liability for any loss or damage, however caused, arising from the use of any part of the Site by a user in contravention of our content standards (see below), whether the service is moderated or not.

Content Standards

These content standards apply to any and all material which you contribute to the Site (contributions) and to any interactive services associated with it.

You must comply with the spirit of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (when 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.
- Be from your own authorised login identity and clearly identifiable as you

Contributions must not:

- Contain any material which is defamatory of any person or organisation.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote any illegal activity, violence or sexually explicit material.
- 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.
- Set out to or be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as contractual duty or a duty of confidence.

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- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be used to impersonate any person, or to misrepresent your identify or affiliation with any person.
- Give the impression that they emanate from us, or are endorsed by us unless we have given you written permission to do so.
- Advocate, promote or assist any unlawful act such as (by the way of example only) copyright infringement or computer misuse.
- Infringe any other company policies such as, but not limited to, the Safeguarding and Prevent Policy and Data Protection Policy available to view on our web site.

Suspension and Termination

We will determine at our sole discretion, whether there has been a breach of this acceptable use policy through your use of the Site. If we determine 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 use upon which you agreed to use the Site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the Site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to the Site.
- Issue a demand to you to desist and rectify your breach.
- Legal proceedings against you for the reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) incurred as a consequence of your breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude any 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.