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**Park View Project – CODE OF CONDUCT (“Local Voices means Local Choices”) - Referred to in this document as the ‘website’.**

**Introduction**

Park View project is the custodian of Park View North Tyneside Big Community Blog website, facilitating and mediating access for all those who are looking for information. This code is the platform for all to contribute collectively towards creating a local ‘Information Exchange’ that respects the individual, celebrates diversity and is tolerant of cultural and social difference.

This Code of Conduct and Terms of Use (collectively referred to as the “Code“) will apply to each user who wishes to use Park View website <http://www>. Parkviewproject.org.uk and applies to those who distribute information whether as an organisation or an individual, those who access the ‘website’, those who contribute to chat discussion and those who utilise any other interactive features or services of the Charity Facebook Portal. The use of our website and any associated services by a minor is strictly subject to the consent of their parent or guardian. We advise parents and guardians that our website is not moderated. It is important for parents or guardians who permit their children to use any interactive service that they communicate with their children about their safety online. Minors who are using any interactive service should be made aware of the potential risks to them.

**Basic Requirements**

**Each User and Broadcaster (Provider of information) and any material which he/she posts on or makes available to the website or to any chat discussion (“Material“) must comply with the following basic standards:**

All information and activities must be legal, decent and honest (in terms of any applicable local, national or international law and standards); Data protection legislation under English law must be adhered to in order that the collection of personal information is not traded or unlawfully disclosed and any personal data posted to the Charity Facebook by users remains the responsibility of the said users.

**Each User and Broadcaster (Provider of information) agrees that it will not use the Website for any of the following:**

Elicit third party selling, use language that excludes, post personal information that can offend, permit monitoring beyond the scope as a management tool or use the website as a means of personal gain or to extract personal data for use in marketing, health and safety related purposes and/or the monitoring of the safety, condition, state and/or wellbeing or otherwise of any person, animal or other living organism.  The creation or transmission of any offensive, obscene or indecent images, data or other material, or any data capable of being resolved into obscene or indecent images or material; the creation or transmission of material which is designed or likely to cause alarm, harassment, upset, annoyance, inconvenience or needless anxiety or which is hateful, offensive or inflammatory; the promotion of any discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; the creation or transmission of defamatory material; the transmission of material such that this infringes the copyright or other intellectual property rights of another person; advocating, promoting or assisting any unlawful act such as (by way of example only) copyright infringement or computer misuse; the transmission of unsolicited commercial or advertising material either to other Users, or to organisations connected to other networks; deliberate unauthorised access to facilities or services accessible via the website.

**Deliberate activities with any of the following characteristics:**

Corrupting or destroying other Users’ data; violating the privacy of other Users; overt discrimination against any group or individual that make up the mix of the local community; using the website for the dissemination of political or ideological based beliefs; disrupting the work of other Users; using the website in a way that denies service to other users (for example, deliberate or reckless overloading of access; other misuse of the website and any Website resources, such as the introduction of viruses.

**Specific Responsibilities of Users and Broadcasters:**

Each User and Broadcaster (Provider of information) is solely responsible for the accuracy, legality, currency and compliance of its own Material and will be solely liable for false, misleading, inaccurate, infringing or other actionable material contained or referred to therein.

Each Broadcaster (Provider of information) is solely responsible for maintaining the confidentiality of its unique username and password, and for its use. Evidence of use of the username and password can be produced to support or defend any dispute or actionable cause or matter which arises in relation to the same. Each User is solely responsible for maintaining the confidentiality of its unique guest name and any change to any guest name used in any chat discussion, and for its use. Evidence of use of any guest name can be produced to support or defend any dispute or actionable cause or matter which arises in relation to the same. Where Users and/or Broadcasters (Providers of information) collaborate with one another as a result of use of this website or any chat discussion, they do so as independent contracting parties. Users acknowledge that we will not in any way be construed as a party to such collaboration nor be liable nor responsible in any way for the dealings of such collaboration or the parties to such collaboration.

**Complaints and Sanctions Procedure:**

Any complaint by a User, Broadcaster (Provider of information) or any third party should in the first instance, be referred to Park View Project by email to [bob.dennis@parkviewproject.org.uk](mailto:bob.dennis@parkviewproject.org.uk), marked the attention of the management committee (a 'Complaint'). If you wish to request that we remove any material or content from the Website then you should request us to do so. We shall have all the powers of an arbiter in determining any complaint and where appropriate, advice will be taken to the Park View Project management committee. You can also write to Park View project, 198-200 Park View, Whitley Bay, NE26 3QP, and mark for the attention of the management committee.

We will deal with complaints according to our Complaints Procedure and, where necessary, will call upon evidence of any third party and the applicable Users and/or Broadcasters (Providers of information) in dispute.  ¨We will determine, in our discretion and in consultation with the management committee, whether there has been a breach of this Code by any User and/or Broadcaster (Provider of information). When a breach of this Code has occurred, we may take such action as we deem appropriate.  ¨Failure to comply with this Code constitutes a material breach of appropriate standards of use upon which Users and Broadcasters (Providers of information) are permitted to use the website, and may result in our taking all or any of the following actions:

1. Immediate, temporary or permanent withdrawal of any User and/or Broadcaster (Provider of information) right to use the Website and/or to provide any temporary or permanent removal of any posting or Material uploaded to the Website.
2. Issue of a warning to any User and/or Broadcaster (Provider of information).
3. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary, where any breach clearly requires this action.
4. If you use an anonymous email service and/or we have no way to contact you back, your complaint we will not be able to deal with and resolve your complaint.

**Additional points:**

Do not broadcast any adult material. Do not broadcast music and/or other copyrighted material. Do not misrepresent your organisation – this includes redirecting from your broadcast page to another page and/or using the website solely as a means to drive traffic to your website. Failure to adhere to any of our terms may result in account removal without notice. Each User and Broadcaster (Provider of information) acknowledges and understands that we are under no obligation to oversee, monitor or moderate any material, interactivity or other service provided on our website other than those points already referred to, We expressly exclude Our liability for any loss or damage arising from the use of the website by any User and/or Broadcaster (Provider of information) in contravention of this Code. A Broadcaster (Provider of information) will not post prices, whether special reductions, offers or anything that can be construed as a charge for a product or service to the website. Such Broadcasters (Providers of information) will be asked to remove such information. If this is not adhered to, you will have your account cancelled. Any overt selling strategies are prohibited. Only promotional material related to advertising your services that are deemed instructive will be permitted. Any continued breach of this will lead to removal of your account.