



WEBSITE ACCEPTABLE USAGE POLICY

1. Information About Us

1.1 'Our Website' is owned and operated by Berkshire Maintenance Services Ltd.

(If you are a Limited company)

We are a limited company registered in England and Wales under registered company number 14234823 whose registered office is at 10 Hawkrigde Court, Cherbury Close, Bracknell, Berkshire, England, RG12 9JQ and whose trading address is at Ledger Farm, Forest Green Road, Fifield, Maidenhead, Berkshire SL6 2NR

2. Important Information

- 2.1 Before using Our Website, please read this Acceptable Usage Policy carefully. It sets the standards you must follow when interacting with our Website, including communication and uploading content. We suggest that you print a copy of this Policy for future reference.
- 2.2 By using Our Website, you indicate your agreement to comply with this Policy. If you do not agree to this Policy, you must discontinue the use of Our Website immediately.

3. Changes to this Policy

- 3.1 We reserve the right to modify this Policy at any time. Any changes to the Policy will be clearly indicated at the bottom of this page. By using Our Website, you acknowledge and agree to be bound by this Policy. Therefore, any modifications to this Policy will apply to your use of Our Website the first time you use it following the changes. We recommend that you check this page every time you use Our Website to update yourself.
- 3.2 In the event of a conflict between the current version of this Policy and any previous version(s), the current version will take precedence unless explicitly stated otherwise by us.

4. Acceptable Usage of Our Website

- 4.1 It is strictly prohibited to use Our Website in any unlawful manner. You must:
 - a) not engage in any unlawful or fraudulent activities or purposes;
 - b) not knowingly send or upload data containing viruses, malware, or any other code intended to harm computer hardware, software, or data;
 - c) not send unsolicited marketing material or spam;
 - d) not engage in any behaviour that bullies, threatens, harasses, intimidates, insults, annoys, alarms, inconveniences, upsets, or embarrasses others;
 - e) not harm or attempt to harm minors in any way;
 - f) comply with the content standards outlined in Clause 6 when submitting User Content or communicating using Our Website; and
 - g) ensure that you fully comply with all applicable national and/or international laws and regulations.

5. Content Standards

5.1 When using Our Website to communicate, upload User Content, or interact in any way, you must not engage in any behaviour that:

- a) is sexually explicit;
- b) in any way sexualises minors (including, but not limited to, child sexual abuse material);
- c) is obscene, deliberately offensive, hateful, or otherwise inflammatory;
- d) promotes violence;
- e) promotes, encourages, incites, or supports acts of terrorism;
- f) promotes or assists in any form of unlawful activity;
- g) is defamatory of another person;
- h) bullies, insults, intimidates, or humiliates another person;
- i) discriminates against, or is in any way defamatory of, any person, group, or class of persons; race; nationality; gender; gender identity; sexual orientation; religious or philosophical beliefs; disability; or age;
- j) is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- k) is calculated or otherwise likely to deceive;
- l) is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise use their personal information in a way that you do not have a right to;
- m) misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive;
- n) implies any form of affiliation with Us or any other party where there is none;
- o) infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, designs, patents, trademarks, and database rights) belonging to Us or any other party; and
- p) is in breach of any legal duty owed to another party including, but not limited to, contractual duties and duties of confidence.

5.2 When using Our Website to communicate, or interact in any other way, it is essential that you comply with the following guidelines:

- a) Ensure that any factual statements you make are truthful and accurate;
- b) Express only genuinely held opinions; and
- c) Comply fully with all applicable local, national, or international laws and regulations.

6. Breaches of this Policy

6.1 Failure to comply with the terms of this Policy may result in actions outlined in Clause 7 and will also be considered a material breach of the Terms of Use of Our Website. In response to such a breach, We reserve the right to take one or more of the following actions:

- a) Suspend or terminate your access and right to use Our Website;
- b) Remove your communication [User Content,] or other submissions from Our Website either temporarily or permanently;
- c) Issue you a written warning;
- d) We may initiate legal proceedings against you to recover all reasonable and proportionate costs resulting from your breach, on an indemnity basis.
- e) Take further legal action against you, as appropriate;
- f) Disclose such information to law enforcement and/or relevant authorities as required or as We deem reasonably necessary; and/or

g) Any other actions which We deem reasonably appropriate (and lawful).

6.2 We are not liable for any actions we take in response to your breach, except where such actions result from our negligence or a breach of statutory duty.

7. Law and Jurisdiction

7.1 This Policy, along with any relationship between you and Us, whether contractual or otherwise, will be governed by and interpreted according to the laws of England and Wales.

7.2 Any disputes, controversies, proceedings, or claims arising out of or relating to this Policy or the relationship between Us shall fall under the jurisdiction of the courts in England and Wales, regardless of your country of residence.

7.3 For consumers, this clause does not affect any mandatory rights you may have under the laws of your country of residence; however, all disputes shall still be subject to English jurisdiction.

8. Attribution

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