



Harlow Running & Tri Club

Social Media, Content and Email House Rules

These house rules are for the benefit and protection of our members and the Harlow Running & Tri Club ("HRTC" or "the Club"). Our aim is to keep all HRTC social media digital platforms a vibrant and healthy place for discussion and information sharing about running, cycling and swimming activities and other related topics.

These rules also apply to emails between the Club and members (i.e. use of HRTC distribution lists) texts, content such as images, media clips, and includes any content associated with you such as avatar images.

If a member feels there has been a breach of these terms, the Club will review the content posted and the consequences of them being posted. Actions taken will include hiding posts on social media and the Club may write to the member about the actions being taken. If you see that your post has been removed or your account has been restricted and you do not agree that you have breached these rules, please see **Appendix B** for guidance on the Appeals process.

Repeated breaches may result in the full or part restriction of your access to HR&TC social media. See **Appendix A** for Moderation guidance.

The HR&TC Committee welcomes all feedback regarding governance and compliance. However, members are asked that any comments and feedback are respectful and constructive.

All comments are subject to the standard Club Terms of Use referenced in **Appendix C**.

Please note the following:

We reserve the right to moderate comments and emails which:

1. advertise a product

Advertising or promoting products, websites or events is not allowed where it refers to non-club related matters. This may include links to:

- personal websites or forums
- surveys and questionnaires
- commercial websites or auction sites that mainly exist to sell products

Posting links to your own business or trying to drive buyers to your eBay or similar auction site may result in the Club contacting you to ask that you refrain from doing so, and will remove any social media posts related to it.

Members are encouraged to share information which promotes races, highlights offers on running apparel, or help another member find a useful service such as a physio, or nutritionist for example.

2. risk breaching copyright law

Copyright law exists to stop someone from taking another person's work and passing it off as their own. It applies to anything in the digital sphere in the same way as it does to TV, books and the press.

Please do not post large pieces of text copied from other sources as this may be an infringement of copyright. Short quotes to illustrate a point may be permissible. Ultimately, it's best practice to include a link to an appropriate external website.

3. risk breaking UK law

Any content posted with the intention to commit a crime, break the law, or condone or encourage unlawful activity is prohibited. In addition, we may remove comments which we consider could endanger other users - for example, offering medical and health advice, or encouraging drug or alcohol abuse or self-harm.

4. contain potentially defamatory statements

Defamation laws exist to protect individuals or organisations from unwarranted, mistaken or untruthful attacks on their reputation. Posting a defamatory statement online is the same as publishing it in a newspaper or magazine and can result in legal action if a formal complaint is made.

Members are encouraged to keep online posts and emails friendly and positive. Avoid posting hearsay, gossip or anything known not to be true. Only post information which has been verified, especially when presenting negative statements as facts e.g. during a debate about running. Adding the word 'allegedly' to a statement does not stop it being defamatory and can place the Club at risk of litigation.

5. are abusive, disruptive, offensive, and/or off-topic

Abusive or disruptive behaviour is not allowed. This includes:

- using swear words (including abbreviations or alternative spellings) or other language likely to offend others
- harassing or threatening language, or causing distress or inconvenience to any person
- 'bumping' or creating duplicate threads, posting in such a way as to cause technical errors, or any other attempts to disrupt the normal flow of conversation.

The Equalities Act 2010 covers protected characteristics including (but not limited to) age, disability, gender reassignment, race, religion or belief, sex and sexual orientation.

Offensive content is not allowed. Racist, sexist, homophobic, disablist, sexually explicit, abusive or otherwise objectionable material will be removed and result in immediate restriction of your account. This may be made permanent.

Comments that are unrelated to the core purpose of the HR&TC are considered 'off-topic'. Instead, members are encouraged to talk about core topics including Club matters, running events, triathlons, general sports, and health and fitness.

6. contain personal details

Any details which identify a member which they haven't posted themselves (e.g. phone numbers, postal or email addresses) is not allowed. Members are encouraged not to post any details about themselves to help minimise security risks.

7. Contempt of Court

Once a suspect is arrested for an offence, or offences, legal restrictions apply. The 1981 Contempt of Court Act makes it a serious criminal offence, once someone's been arrested, to publish anything which could prejudice their trial. Being arrested doesn't in itself indicate guilt, so comments posted which presume a suspect is guilty also risk defaming the suspect.

Please use caution when discussing reports of an arrest or court proceedings. Even linking to archived news stories, blog entries and comments may be unlawful as UK contempt law would usually prohibit any reference to the previous conviction(s) of someone facing new court proceedings.

8. contain possible fraudulent content or 'spam'

Members are encouraged to tell one another if they think something is circulating which is 'spam', and is within the core topics covered by the Club. Members need to ensure they are not inadvertently sharing information which would 'click through to the fraudulent site in question.

Spamming is not allowed on the HRC social media channels or via email. Spamming means submitting the same or very similar comment many times across the site and although we accept sometimes this can happen if a device has reposted in error, or the site itself is experiences faults, the Club will remove posts where spam appears to have happened deliberately.

9. contain unsuitable links

Do not link to:

- unlawful, unsuitable or sexually explicit content.
- websites that require payment to access
- websites that initiate a file download or require additional software in order to view them. This includes .mp3 files.
- websites that advertise or promote products.

In some cases, the moderator will edit out the link/s leaving the rest of the comment visible on the board. If so the link will be replaced by [Unsuitable/ broken URL removed by moderator].

Appendices

Appendix A: Moderation

Appendix B: Appeals

Appendix C: Terms of Use

Appendix D: Background

Appendix A: Moderation

1. What is moderation?

User generated content is checked by nominated moderators to make the community a safe and enjoyable place to be, and ensure that they meet the House Rules.

2. Why must we have moderation?

We allow as much freedom as possible to have relevant debate on social medias. However, we are also responsible for making sure these discussions stay polite, safe and relevant and do not violate any laws. This is why we have a set of House Rules and moderators only remove comments that break these House Rules.

Moderation is necessary so all users can participate without fear of intimidation by other users or being subjected to offensive content. Also, people may intentionally or unintentionally post unlawful content, putting themselves and the Club at risk of legal action.

Please take care when copying text from someone else's comment into your own. If it is seen to break the House Rules, your entire comment will be removed.

We will correspond the member who has posted, providing an explanation via email for all moderation decisions so that we can make the process as transparent and as fair as possible. In some cases, the reasons for removal may not be apparent to other members, but the Club will email the person who posted it explaining why and when the decision is made to remove it. The Club will not be in a position to give detailed individual explanations to other members about why a comment or post was removed.

All members must accept the HR&TC's Terms of Use each year on renewal of membership. The terms clearly state that the Club reserves the right to delete any contribution, or take action against any contributor, at any time, for any reason.

3. How are comments moderated?

Comments are checked or 'moderated' in different ways:

Post-moderation

All comments appear immediately and are checked shortly afterwards by Club members who have administration rights on social media.

Reactive moderation

Comments are usually only checked if a complaint is made about them. This approach is only used in discussions intended for adults. If a member wants to report a post or comment, they should use the alert the Report link.

4. Is moderation done by humans or computers?

All moderation is done by nominated members of the Committee.

5. What criteria do moderators use to make decisions?

Moderators utilise the guidelines held in this document and by reference with the HR&TC Club Members Code of Conduct. When in doubt, or if there is a conflict of interest (e.g. in relation to the person who posted or who reported a comment or post) moderators refer comments to HR&TC Committee for review.

6. What happens to my comment before it is moderated?

A post or comment is referred to the three nominated moderator roles. A minimum of two of the nominated moderators must be in agreement to remove the post, and agree which house rule or code of conduct rule has been broken.

The post or comment in question will be removed and a standard comment posted in its place to notify other members about the moderation. The originator of the deleted post or comment will be emailed with details of why the post has been deleted and reference to the appeals process.

7. Why do some comments take longer to moderate than others?

Sometimes, a post or comment may be referred for further investigation to the HR&TC Committee or nominated appeals process, responsible for moderation across all HR&TC services. Your comment or post will be hidden while a decision is pending and the time taken to make this decision will depend on the investigation necessary. It's also really important to remember that the Committee members are volunteers and may be in part- or full-time employment meaning they may only have capacity to moderate at certain times of the day/week.

8. How do I complain about another user's behaviour?

Alert the moderators with examples of the user's behaviour, such as screen shots on your device, and a full explanation. Please note that while we may allow the individual comment or post to remain, we will still investigate your complaint.

9. Why has my post or comment disappeared?

Your comment or post may have broken one of our House Rules. If you would like to query this decision, please follow the appeals process.

10. Why has my comment or post been removed when other comments seem to break the House Rules are allowed to remain?

A comment is usually only checked if it is reported meaning the moderators see some comments but may not be alerted to other comments which might also break the House Rules. This helps the moderators to remain neutral in their judgement by assessing each comment individually. However, this may mean that one comment is removed while other equally questionable comments are allowed to remain.

If you see a comment that you think may break the House Rules, please alert a moderator by using the Report link.

There will always be some grey areas when making moderation decisions. A moderator is required to assess the level of potential risk, especially in cases of libel, contempt of court etc., and may remove a comment or post to lessen or remove that risk. A breach may sometimes be debateable because of interpretation. One moderator may remove a particular comment or post while another moderator might allow a similar comment or post to remain. which means occasional inconsistencies are inevitable - if you have comments or complaints about the moderation service, please contact the Club's committee.

Malicious or excessive use of the report facility will lead to the restriction of your ability to report comments and in some cases the restriction of your access to HR&TC social media pages.

11. Are comments more likely to be removed if a complaint is made about them several times?

No, a comment is removed as soon as a moderator finds that it has broken a House Rule. However, there can be times when initial complaints don't have enough information to tell a moderator why or how it breaks the House Rules.

There are some grey areas when making moderation decisions. In some cases the breach may be debatable. resulting in one moderator passing the post or comment while another moderator may remove it or refer it to a supervisor. Moderators' decisions are regularly reviewed by the HR&TC Committee who will overturn them in the event of a significant error.

12. Why was my comment removed without any explanation?

The HR&TC Committee always explains moderation decisions via email to make the process as fair and transparent as possible. If you have had a comment removed and you haven't seen an email explaining why, there could be several explanations:

- The comment is still awaiting a decision - if it is removed by the moderator you will be informed.
- The email is in your Junk/Spam inbox. Ensure you change your email settings to allow emails from Harlowrc@gmail.com.
- HR&TC hold an out of date email address for you

Very, very rarely, technical issues may result in an email failing to send from the email servers. If you think this has happened, please let us know.

13. What happens if you break the rules?

You will be sent an email informing you why your comment or post is hidden or removed. Users who significantly and/or repeatedly break the House Rules may be restricted from commenting or posting and the HR&TC reserves the right to edit, move or delete any message, or terminate membership, at any time, for any reason.

14. Why have all my comments vanished?

If the member is a spammer or has been banned many times before, all of their comments are removed when their access to HR&TC social media pages is restricted.

Appendix B: Appeals

1. Can I appeal against a moderation decision?

If your comment or post is removed, you will receive an email telling you which House Rule the comment was considered to have broken. If you disagree that your comment or post broke the rules, then you can appeal.

Similarly, anyone who reports a comment or post to the moderators which is rejected can also appeal.

2. How should I make my appeal?

Your appeal must satisfy the following conditions:

- You must make your appeal within **30 calendar days of the moderation decision**. An initial response will be provided **within 10 calendar days** of the complaint being made
- Complaints about specific moderation decisions will only be accepted from the user who is subject to that moderation decision and not from third parties, unless it can be demonstrated that they have been appointed by the user themselves as their representative
- Complainants must include post numbers or moderation reference numbers, or include a link to the relevant content, to enable the original content and moderation history of the item to be traced. Complaints that do not include these details will not be considered
- Complaints should be clear and concise and not exceed more than 500 words. Complaints must concern a matter of substance. Anything regarded as vexatious or trivial will not be considered. There must be sufficient evidence to suggest that an appeal against a moderation decision has a reasonable prospect of success.

3. How does the appeal process work?

If HRTC finds that a mistake has been made, the content will be reinstated and you will be informed by email, with an apology from the Chairperson where appropriate.

If your complaint is not upheld, we will reply by email and tell you why. There is no further opportunity to appeal

4. Can I make a general complaint about the standard of moderation service?

Yes, you can do so by raising your complaint with the HRTC Chair or Secretary.

Make your complaint specific and provide examples to support your complaint, such as evidence of correspondence. The more detailed the information you can give us, the easier it will be to provide a response.

Appendix C: **Terms of Use of HRTC social media pages - Personal use**

These terms were last updated on October 2021. They will be reviewed again in October 2023.

1. What are these Terms of Use about?

i) Why should I read these Terms of Use?

These terms of use ("**Terms of Use**") tell you how you may access, view and/or listen to content for your personal and non-business use so please read them carefully.

ii) Who makes HRC digital channels available to me and what should I do if I have questions, comments, complaints or enquiries?

HRTC Social Media Services are made available to you by the committee of the HRTC based at Mark Hall Sports Centre, Harlow.

Any reference in the Terms to "**you**" or "**your**" means you as a non-business user of HRTC Social Media Services.

If you receive any enquiries which relate to the HRC or any HRC Social Media services, you should promptly refer such enquiries to the HRC Committee

2. What are HRTC Social Media Services?

"**HRTC Social Media Services**" refers to the website (www.thehrc.org.uk), closed and public FaceBook pages, Instagram and Twitter.

"**HRTC content**" means audio, video, text, images or other content made available by the HRTC to you through HRTC digital channels and may sometimes include content which is owned or controlled by third parties which the HRC is permitted to make available to you.

3. HRTC editorial control of HRTC content

Members acknowledge that HRTC has absolute editorial control over all HRTC content at all times. It is implied that if you share content on any social media sites run by HRTC, that content can be repurposes for marketing and publicity purposes. If you do not want to grant HRTC permission to use your contributions in accordance with the Terms, please write the caveat with the content, or alternatively do not share with or submit them.

4. How you may use HRTC digital channels

If you comply with these Terms of Use and any applicable Additional Terms and with all relevant laws (for instance, copyright law), you may use HRTC digital channels to access, view and/or listen to HRTC content for your personal and non-business use.

General restrictions on how you may use HRTC Social Media Services to access, view and/or listen to HRTC content

- a) You may not infringe or try to infringe the privacy or other rights of other HRTC social media users. This includes you storing or trying to store personal data or usage details of other HRTC users.
- b) You may not infringe any applicable law (for instance copyright law) when using HRTC Social Media Services to access, view or listen to HRTC Content.
- c) You may not subject the HRTC Social Media Services and/or the HRTC Content to any derogatory treatment or use them in such a way that would bring the HRTC into disrepute (with reference to the HRTC Guidelines), or cause HRTC to incur liability to any third party.
- d) You agree to use HRTC Social Media Services and access, download, view and/or listen to HRC Content as supplied to you by HRTC and you may not, and you may not assist anyone to, or attempt to, reverse engineer, decompile, disassemble, adapt, modify, copy, reproduce, lend, hire, rent, perform, sub- license, make available to the public, create derivative works from, broadcast, distribute, commercially exploit, transmit or otherwise use in any way HRTC Social Media Services and/or HRTC Content in whole or in part except to the extent permitted in these Terms of Use, any relevant Additional Terms and at law.
- e) You may not directly or indirectly charge others for accessing, viewing or listening to any HRTC Content, or commercialise or attempt to re-sell HRTC Content in any way, which includes advertising or selling any goods and services which offer HRTC Content including any third party software applications.
- f) You may not directly or indirectly suggest any endorsement or approval by HRTC of a product or service (for instance, a personal website) or any non-HRTC entity, product or content or any belief or opinion expressed within a product or service.
- g) You may not disrupt or try to disrupt HRTC Social Media Services. You agree not to use HRTC Social Media Services to distribute software viruses or other harmful programs, or use HRTC Social Media Services to engage in harmful, harassing or otherwise objectionable activity, including activity inhibiting access to HRTC Social Media Services by others.
- h) You may not harass or cause distress or inconvenience to any other person using HRTC Social Media Services or transmit obscene or offensive content or disrupt the normal flow of dialogue within HRTC Social Media Services, in particular, on HRTC Facebook site and Twitter account.
- i) Additional Terms for particular HRTC Social Media Services may allow you to display the HRTC Content on your website, blog or other product or service, but you may not display HRTC Content where it is on or in connection with Excluded Products or Services, namely products or services which:
 - contain pornography and sexually explicit content;
 - contain offensive text or images;
 - incite hatred whether based on race, religion, gender, sexuality or otherwise, or promote, encourage or facilitate anti-social behaviour;
 - contain gratuitous violence or promote, encourage or facilitate violence;
 - promote, encourage or facilitate terrorism or other activities that risk national security;

discriminate against any specific social group or otherwise exploit vulnerable sections of society;
promote, facilitate or encourage illegal activity;
are misleading, defamatory, or that contain illegal, or otherwise actionable content under UK law;
infringe individual privacy
put the welfare of children at risk;
promote the tobacco industry or the armaments industry (including gun clubs);
where presence of a HRC application might be perceived as damaging HRTC's reputation for accuracy and impartiality
bring HRTC into disrepute
This list is not exhaustive and may be amended by the Committee from time to time

5. How can I contribute content?

The Committee may invite you to make, share or submit your own, original contributions. These Terms of Use and any Additional Terms for particular HRTC Social Media Services set out the rules governing how you may do so and how the HRC may use your contribution. Your contribution may include text, photographs, graphics, video or audio.

If you submit your contribution to HRTC you must allow HRTC to use the material in your contribution in any way it may reasonably choose on a free-of-charge basis. Any contributions you make may be moderated by HRTC which means they may be reviewed, edited and/or removed. HRTC reserves the right to remove any of your contributions if the HRTC Committee believes that they do not comply with the Terms

You grant HRTC the right to change or edit the materials in your contribution for operational and editorial reasons. The HRTC may also share your contribution with trusted third parties, for instance with other Running clubs

Any copyright in your contribution will remain with you and this permission is not exclusive, so you can continue to use the material you contribute in any way including allowing others to use it

You confirm that your contribution is your own original work, is not defamatory or unlawful and does not infringe anyone else's rights (including privacy rights) and that it complies with the Terms. You also confirm that your contribution is made in your personal (rather than business) capacity and that such contribution does not unfairly promote or further any business activities and has not been contributed for commercial gain. You also confirm that you have the consent of anyone who is identifiable in your contribution or the consent of their parent/guardian if they are under 16.

We normally show your name with your contribution, unless you request otherwise, but for operational reasons this is not always possible.

The HRTC Committee may need to contact you for administrative or verification purposes in relation to your contribution, or in relation to particular projects.

Please do not endanger yourself or others, take any unnecessary risks or break any laws when creating any content you may share with HRTC.

If you have any questions about contributing content to HRTC, please raise them with any serving member of the Committee.

6. What obligations do I have under the Terms?

You must comply with the Terms, in particular the General restrictions on how you may use HRTC's digital channels.

7. Expenses, equipment and software

You are solely responsible for paying all expenses you may incur when you access or use HRTC Online Services or access or download HRTC Content including your internet or data service provider charges and any excess charges to that provider if you have a limit on the amount of data you can download together with all costs of the equipment and software you need to connect to and use HRTC Social Media Services. Accessing and using some HRTC Online Services features to access, download, view or listen to Social Media site Content (especially video or audio) may lead to substantial bandwidth usage by you which can be expensive so you should be careful you do not exceed any 'bandwidth cap' on your account with your internet or data service provider. HRTC is not responsible if your equipment or software is not compatible with any HRTC Social Media Service.

8. What are the HRC's legal obligations to me and how do the terms limit the HRC's liability?

8.1 The basis on which HRC makes the HRC Social Media Services available to you

HRTC does not guarantee that all HRTC Content and/or HRTC Online Services will always be available or be uninterrupted, timely, secure or free from bugs, viruses, errors and omissions.

HRTC reserves its right to modify, suspend or discontinue all or part of any HRTC Social Media Service or any part of the HRTC Content without giving you any notice.

Any commentary, opinions or other materials included in HRTC Content are not intended to amount to advice on which you should rely.

8.2 Types of loss or damage the HRC is not responsible for

HRTC is not responsible for the following kinds of loss or damage which may arise from your use of HRTC Social Media Services:

- 8.2.1** loss or damage suffered by you or someone else when HRTC complies with the Terms;
- 8.2.2** loss or damage which is caused by HRTC when it does not comply with the Terms but which HRTC and you could not anticipate nor expect to happen when you started using HRTC Social Media Services;
- 8.2.3** any loss which is indirect or a side effect of the main loss or damage and which HRTC and you could not anticipate nor expect to happen when you started using HRTC Social Media Services, for instance if you lose revenue or salary, profit, opportunity or reputation;
- 8.2.4** provided HRTC complies with its any loss of data or damage to your device or software; and
- 8.2.5** any loss or damage if HRTC Social Media Services are not provided to you or are interrupted or suspended or if HRTC does not comply with the Terms because of events beyond HRTC's control,

Nothing in the Terms excludes or limits either HRTC's or your liability for death or personal injury caused by negligence or for fraud.

9. How can the HRC prevent me from using its digital channels what happens if it does so?

The HRC reserves the right to stop making all or any part of HRTC digital channels accessibly with immediate effect and without notice if:

- in its sole reasonable opinion you are using content, channels and/or any other HRTC service inappropriately (instance e.g. harassing or causing distress or inconvenience to any other person), incompetently;
- in any way that may constitute derogatory treatment of HRTC;
- might bring HRTC into disrepute; or in a way that might be considered to be prejudicial to the reputation of the HRTC (with reference to the [HRTC Guidelines](#));
- you breach the Terms in a way that cannot be corrected, or you fail to correct a breach within a reasonable period of time if the Committee asks you to do so; or

if there is, in the HRTC's reasonable opinion, any reason why access must be withdrawn.

If HRTC stops access, you may be asked to delete all HRTC content downloaded by you to your device(s).

10. What other (general) Terms of Use apply?

10.1 What happens if the HRCC does not enforce a right against me?

If HRTC decides not to exercise or enforce any right that it has against you at a particular time, then this does not prevent HRTC from later deciding to exercise or enforce that right.

10.2 What happens if any part of the Terms is found to be ineffective?

If any part of the Terms is found to be illegal, invalid or otherwise unenforceable by a court or regulator then, where required, that part shall be deleted from the Terms and the remaining parts of the Terms will continue to be enforceable.

10.3 Third parties

The Terms do not create or infer any rights that are enforceable by any person who is not party to the Terms.

10.4 Transfer of rights

You may not assign, sub-license or otherwise transfer any of your rights and obligations in the Terms to any other person.

Appendix D: Background

Moderation is in place for all commenting on the HRC digital channels. Here are some guidance to posting and commenting

Safety and privacy

1. Be safe

Remember that posting a comment on the internet is like making a public announcement. Everyone can see that information, not just the person you have been talking to. A good rule of thumb is 'Would I stand up in a crowded place and shout this to everyone?'.

2. Be cautious

People you meet online may not be who they seem. They can post information about themselves which may be misleading.

A member's social media account(s) may also have been hacked into. If you see something which is very out of the ordinary in content, please contact the Committee as the post may not be from a genuine account and the affected member may need to be contacted.

3. Never give out your contact details

This includes things such as:

- postal address and postcode
- telephone number (including mobile)
- email address.

Comments which contain contact details, sensitive personal information or encouraging off site contact will be removed under the House Rules. Take care when giving out information that could help someone to locate you.

4. Tell us if you are worried

If you feel you are the victim of abusive or harassing behaviour anywhere on the HRTC social media channels, send one or more example comments to the moderators or the Welfare Officer. Please explain the situation as clearly as you can so that we are able to investigate.

We will always investigate complaints made by members of our club and act appropriately in addressing concerns raised to us.