

Guest Wi-Fi Access Terms and Conditions

This agreement sets out the terms and conditions on which wireless internet access is provided to you.

1. Extent of the Service

- 1.1 We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free.
- 1.2 We have no responsibility for, or control over, the information you transmit or receive via this connection.
- 1.3 Save for the purposes of network diagnostics we do not examine the use to which you put the connection or the nature of the information you send or receive.¹
- 1.4 We do not guarantee:
 - 1.4.1 the availability of the connection;
 - 1.4.2 the speed at which information may be transmitted or received via the connection; or
 - 1.4.3 that the connection will be compatible with your equipment or any software which you use.
- 1.5 We take reasonable steps to ensure the security of the connection and to prevent unlawful access to information transmitted or received. We do not guarantee the security of the information which you may transmit or receive using the connection or located on any equipment utilising the connection and you accept that it is your responsibility to protect your information and have adequate security (in terms of equipment and procedures) to ensure the security, integrity and confidentiality of your information and data.
- 1.6 We reserve the right at all times to withdraw the connection, change the specifications or manner of use of the connection, to change access codes, usernames, passwords or other security information necessary to access the connection.

2. Your Use of the Connection

- 2.1 You must not use the connection to access Internet Services, or send or receive e-mails, which:
 - 2.1.1 are defamatory, threatening, intimidatory or which could be classed as harassment;
 - 2.1.2 contain obscene, profane or abusive language or material;
 - 2.1.3 contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);
 - 2.1.4 contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;
 - 2.1.5 contain material which infringe third party's rights (including intellectual property rights);

¹ Civil and criminal liability can arise from monitoring content or interception of e-mails and extreme care should be taken to ensure that this does not happen.

- 2.1.6 in our reasonable opinion may adversely affect the manner in which we carry out our business; or
- 2.1.7 are otherwise unlawful or inappropriate;
- 2.2 Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorised its use by you.
- 2.3 We may terminate or temporarily suspend the connection if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to clauses 2.1 to 2.3 above.
- 2.4 We recommend that you do not use the connection to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.
- 2.5 The connection is intended for guest use only. In the event that you use the connection for commercial purposes we would specifically refer you to clause 5.2 below.

3. Criminal Activity

- 3.1 You must not use the connection to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any state throughout the world.
- 3.2 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.
- 3.3 You agree and acknowledge that we may keep a log of the Internet Protocol ("IP") addresses of any devices which access the connection, the times when they have accessed the connection and the activity associated with that IP address
- 3.4 You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have (whether pursuant to clause 3.3 or otherwise), and are entitled to provide by law, to law enforcement authorities or rights-holders.

Our Use of your Information

- 3.5 Subject to clauses 3.3 and 3.4 above we confirm that we shall use the contact details you provide to us solely for the purposes of contacting you with marketing information, updates, promotions and special offers relating to our business.²

4. Other Terms

² It is important to ensure that this clause is complied with (or amended depending on how the data is used) and Data you collect is processed in accordance with the Data Protection Act and any mailings comply with the the Privacy and Electronic Communications (EC Directive) Regulations 2003

- 4.1 You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the connection in breach of these terms and conditions, and in particular clause 2.1 to 2.3 and 3.1 above.
- 4.2 Whilst we do not seek to limit our responsibility for fraudulent misrepresentation or if you are injured or die as a result of our negligence we have no responsibility (to the extent permitted by law) to compensate you (whether or not we are negligent) for any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the service or inability to use or access the connection or a failure, suspension or withdrawal of all or part of the connection at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.
- 4.3 We agree that neither this agreement does not allow either party to act as, or hold themselves out as, acting as an agent of the other party and that that the terms of this agreement are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

I confirm that I accept these terms and conditions as the basis of my use of the wireless internet access provided.