



Winterton Town Council

Adopted 12th October 2021 minute ref 2021/076 b

Guest WIFI Terms of Service

By using the Guest WIFI which is available in some Winterton Town Council buildings, you are agreeing to the Terms of Service. These incorporate the Terms and Conditions of Use, the Guest WIFI Acceptable and Fair Use Policy, and the Guest WIFI Privacy Policy.

A. Guest WIFI Terms and Conditions of Use

Before connecting to Winterton Town Council Guest Wi-Fi, please read these terms and conditions carefully (the "Terms"). These Terms along with our 'Acceptable and Fair Use Policy and Privacy Policy' make up the terms and conditions for use of Winterton Town Council Guest Wi-Fi. We may make changes to these Terms from time to time, so we recommend that you review these regularly. The terms "we", "our" and "us" when used in these Terms means Winterton Town Council. The terms "you", "your", "yours", "buyer" when used in these Terms means you as a user of Winterton Town Council Guest Wi-Fi as the context requires. By checking the "Connect to the Internet" button that you accept these Terms, you acknowledge that you have read and understood and agree to all the terms.

IN PARTICULAR YOUR ATTENTION IS DRAWN TO SECTION 3 ON OUR LIABILITY TO YOU If anything is unclear; please contact us at rfo@wintertoncouncil.co.uk before accepting these Terms.

1. Using Winterton Town Council Guest Wi-Fi

1.1 Winterton Town Council Guest Wi-Fi is a free service available. You can continue to use Winterton Town Council Guest Wi-Fi free of charge as long as you continue to accept our Terms.

1.2 If you are in any Winterton Town Council building with "Guest-Wireless" you can connect to the Winterton Town Council Guest Wi-Fi using a compatible phone or computer device with wireless LAN. We do not guarantee that Winterton Town Council Guest Wi-Fi is compatible with all hardware types and devices or guarantee device connectivity.

1.3 To connect to Winterton Town Council Guest Wi-Fi you will not need to provide any personal information however details from the device you are using to connect to our network will be recorded.

1.4 Winterton Town Council Guest Wi-Fi is intended for browsing the internet and using apps.

1.5 We are not responsible for the content of websites you visit while using Winterton Town Council Guest Wi-Fi. We may at our sole discretion restrict access to certain features and websites. If you have any concerns about this or require any further information you can contact us at rfo@wintertoncouncil.co.uk

1.7 We do not guarantee uninterrupted access to Winterton Town Council Guest Wi-Fi and we may suspend the service at any time, for any reason, in our sole discretion.

1.8 Winterton Town Council Guest Wi-Fi is not a secure network and we are not responsible for the security of the information and data which you transmit using Winterton Town Council Guest Wi-Fi. We are not responsible for the accuracy of any information or data obtained from the internet using Winterton Town Council Guest Wi-Fi.

2. How we use your information

2.1 By using Winterton Town Council Guest Wi-Fi you agree that your device details will be stored.

2.2 Any activity you undertake on the Winterton Town Council Guest Wi-Fi network will be logged against your device details. We use that data to monitor compliance with these Terms, to prevent and detect crime and to monitor usage of Winterton Town Council Guest Wi-Fi. We reserve the right to report on any activity undertaken on Winterton Town Council Guest Wi-Fi and where necessary restrict or block access to a person, account, website or device.

3. Our liability to you

3.1 Nothing in these Terms shall restrict or exclude our liability for death or personal injury arising from our negligence or our liability for fraud or fraudulent misrepresentation nor any other liability which cannot be excluded or limited under applicable law.

3.2 We shall not be liable to you in contract, tort (including negligence), breach of statutory duty or otherwise arising for:

3.2.1 loss of income or revenue;

3.2.2 loss of business;

3.2.3 loss of profits or contracts;

3.2.4 loss of anticipated savings;

3.2.5 loss of opportunity or goodwill;

3.2.6 loss of, damage to, or corruption, of data; or

3.2.7 indirect or consequential loss of any kind.

4. What you must not do on Winterton Town Council Guest Wi-Fi

4.1 You agree not to:

4.1.1 use Winterton Town Council Guest Wi-Fi for any unlawful or illegal purpose;

4.1.2 use Winterton Town Council Guest Wi-Fi for any commercial purposes;

4.1.3 Make any use of Winterton Town Council Guest Wi-Fi which causes the whole or part of Winterton Town Council Guest Wi-Fi to be interrupted, damaged, made less efficient, or impair the effectiveness or functionality of Winterton Town Council Guest Wi-Fi in anyway;

4.1.4 use Winterton Town Council Guest Wi-Fi for sending or posting any computer viruses or any other harmful code, or any material which is defamatory, offensive or obscene; or

4.1.5 Use Winterton Town Council Guest Wi-Fi in a way which infringes the rights of any person (whether in breach of confidentiality or intellectual property rights or otherwise).

4.2 We reserve the right to terminate or restrict your access to Winterton Town Council Guest Wi-Fi, without advance notice, if we reasonably believe that you are misusing Winterton Town Council Guest Wi-Fi or are otherwise in breach of these Terms.

5. Indemnity

5.1 You agree to indemnify and hold us and our subsidiaries, affiliates, officers, agents and employees harmless from and against all liabilities, claims, losses or damages (including legal fees) costs and other expenses, however caused, that may arise as a result of or in connection with inappropriate or unauthorised access to Winterton Town Council Guest Wi-Fi by you and/or breach by you of any of these Terms.

6. General

6.1 If any part or provision of these Terms are found to be unlawful or unenforceable (including any provision in which we exclude our liability to you), the enforceability of any other party of these Terms will not be affected.

6.2 These Terms are governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

B. Guest WIFI acceptable and fair use policy

Prohibited Uses

This acceptable and fair use policy is additional to our terms and conditions of use and privacy policy.

You may use our guest Wi-Fi service only for lawful purposes. You may not use it for the following purposes (this list is not exhaustive):

To do anything that includes storing, sending, distributing, uploading or downloading:

- any content or material which is restricted, prohibited or otherwise unlawful under any applicable law (or which is likely to be), including material and/or content which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings (or encourages conduct that would be a criminal offence or give rise to civil liability);
- confidential information, copyright material, trademarks, trade secrets or other content, which is subject to third-party intellectual property rights, unless you have a lawful right to do so, or that in any way breaches a third-party agreement (including but not limited to a non-disclosure agreement) or obligation;
- any content or material, which interferes with other users of our Wi-Fi service (or may do so) or restricts or hinders any person from accessing, using or enjoying the internet, our Services, our network or systems (or the networks or systems of our suppliers)

To:

- do any other act or thing which is unlawful, illegal, fraudulent (or has any unlawful or fraudulent purpose or effect) or is otherwise prohibited under any applicable law or which is in breach of any code, standard or content requirement of any other competent authority

- access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network or to violate the privacy, publicity or other personal rights of others or to impair the privacy of communications
- compromise the security, tamper with, hinder the operation of or make unauthorised modifications or integrity of any network or system including, but not limited to, our network or systems (or our suppliers' network or systems) or to cause technical disturbances to our network or to our suppliers' network)
- 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
- forge header information, email source address or other user information or use another person's name, username or password for fraudulent purposes
- transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam), in breach of the Privacy and Electronic Communication Regulations 2003 or otherwise

To act in any way that:

- degrades or interferes with other users' use of any of our Wi-Fi service (or may do so) or disrupts or interferes with our network or Wi-Fi service or causes a host or the network to crash;
- breaches any applicable local, national or international law, regulation or code of practice (including export control laws or regulations)
- contravenes generally accepted standards of internet or other networks conduct and usage, including but not limited to denial-of-service attacks, web page defacement, port or network scanning and unauthorised access to systems
- harms or attempts to harm minors in any way

To assist, encourage or permit any persons in engaging in any of the activities described in this section. If you become aware of any such activities, you must immediately notify us and take all other appropriate actions to cause such activities to cease.

Suspension and Termination

We will determine, in our sole discretion, whether there has been a breach of this Acceptable and Fair Use Policy through your use of our Wi-Fi service. When a breach of this Acceptable and Fair Use Policy has occurred, we may take such action as we reasonably deem appropriate. This action may include but is not limited to:

- Issue of a warning to you
- Immediate, temporary or permanent withdrawal of the Services
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary

We exclude liability for actions taken in response to breaches of this Policy.

Fair Use

Our Wi-Fi service is intended for email, instant messaging, internet browsing and using apps, which we consider fair use. Transferring large amounts of data uses up bandwidth and may reduce the speed at which other users of the Wi-Fi service can access it. In particular, downloading very large files, streaming and using peer to peer and file sharing software require large amounts of bandwidth and data usage.

If you do not restrict your usage to fair use, we reserve the right to issue a warning to you or to suspend or withdraw our Wi-Fi service from you immediately, temporarily or permanently; or we may manage your bandwidth so that it may result in reduced service speeds. In addition, we may restrict the amount of bandwidth available to very heavy users during busy periods to maintain good access for our other users.

Please ensure that your device or hardware is not infected with a virus that sends out data without your knowledge.

Changes To 'The Acceptable and Fair Use Policy'

We may revise this Acceptable and Fair Use Policy at any time. You are expected to check this Policy from time to time to take notice of any changes we make, as they are legally binding.

C. Guest WIFI privacy policy

We take the privacy of our Wi-Fi service users very seriously. We ask that you read this Privacy Policy ('the Policy') carefully as it contains important information about how we will use your personal data.

For the purposes of the Data Protection Act 1998, Winterton Town Council ('we' or 'us') is the 'data controller' (that is, the organisation who is responsible for, and controls the processing of, your personal data).

By using our Wi-Fi service you consent to the collection, use and disclosure of your personal information in accordance with this Policy.

Personal data we may collect about you:

1. We may monitor your use of our Wi-Fi service by recording how many times you use the Wi-Fi service, where you use it, at what times you use it, the quantity of data traffic in and how long each session lasts. This information helps us to build a profile of our users for statistical purposes and to improve how we provide our Wi-Fi service to you. Most of this data will be aggregated into groups, which means that we will not be able to identify you individually.

How we use your personal data

1. We will use your personal data in accordance with your legal rights under the Data Protection Act 1998. For more information about data protection see <http://www.ico.org.uk>.

2. We may use your personal data for these purposes:
 - to enable you to connect to our Wi-Fi service
 - to help us identify you while you use our Wi-Fi service
 - to identify in which areas our users live
 - administration
 - research, statistical analysis and behavioural analysis
 - fraud prevention and detection
 - to notify you of any changes to our wifi service which may affect you
 - security vetting
 - improving our service
 - requesting feedback from you
 - responding to your emails, submissions, questions, comments, requests and complaints

Disclosure of your personal data

We may disclose your personal data for processing to:

- our partners (and their staff) who help us provide our Wi-Fi service to you.
- our staff
- government bodies and law enforcement agencies in connection with any investigation to help prevent or detect unlawful activity and in response to legal or regulatory requests
- other third parties in connection with possible legal proceedings
- other third parties in emergency situations

Subject to us complying with our obligations under the Data Protection Act 1998, we are not responsible for the actions of service providers or other third parties using your personal data.

Keeping your data secure

We will use technical and organisational measures to safeguard your personal data, for example:

- we store your personal data on secure servers
- all our staff are aware that they must respect the confidentiality of your personal data

Whilst we will use all reasonable efforts to safeguard your personal data, you acknowledge that use of the internet is not entirely secure and for this reason we cannot guarantee the security or integrity of any personal data which are transferred from you or to you via the Internet while using our Wi-Fi service.

Information about other individuals

If you give us someone else's personal information, you confirm that the other person has appointed you to act on his/her behalf and has agreed that you can consent on his/her behalf to the processing of his or her personal data.

We are not liable to any third parties for using their personal data, where they have not given you consent to give us their personal data.

Your rights

You have the right to request access to personal data which we may process about you. If you wish to exercise this right, known as a subject access request, you should:

- put your request in writing
- include proof of your identity and address (e.g., a copy of your driving licence or passport, and a recent utility or credit card bill)
- specify the personal data you want access to
- **You have the right to require us to correct any inaccuracies in your data free of charge. If you wish to exercise this right, you should:**
 - put your request in writing
 - provide us with enough information to identify you (for example your name and email address)
 - specify the information that is incorrect and what it should be replaced with.

We are not responsible for the privacy policies and practices of websites and apps you may access through our Wi-Fi service. If you have concerns or questions about their privacy policies and practices, you should contact the website operator or publisher.

Changes to this Privacy Policy

We may change this privacy policy from time to time. You should check this policy occasionally to ensure you are aware of the most recent version which will apply each time you access our Wi-Fi service.

We are not responsible for cookies stored on your device or hardware from websites you visit while using our Wi-Fi service.