**ERPINGHAM WITH CALTHORPE VILLAGE HALL**

**WIRELESS INTERNET (WI-FI) TERMS AND CONDITIONS**

This document sets out the Terms and Conditions on which the Wireless Internet service (referred to as “the Service” below) is provided free of charge to users of Erpingham with Calthorpe Village Hall Referred to as “we” below) in consideration for your custom. Anyone connecting to this Wi-Fi service is deemed to be in agreement with these Terms and Conditions and a copy of them is available on the village hall noticeboard beside the Wi-Fi password.

1. **Extent of Service**
   1. We do not recommend the use of any web sites or other internet-related services and your use of internet services is carried out entirely at your own risk.
   2. 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.
   3. We have no responsibility for, or control over, the information you transmit or receive via the Service.
   4. We do not guarantee:
      1. The availability of the Service
      2. The speed at which information may be transmitted or received via the Service; or
      3. That the Service will be compatible with your equipment or any software which you use.
   5. Whilst we take reasonable steps to ensure the security of the Service and to prevent unlawful access to the information transmitted or received using the Service , we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilising the Service and you accept that it Is your responsibility to protect your information and have adequate security measures in place (in terms of equipment and procedures) to ensure that security, integrity and confidentiality of your information and data.
   6. We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service. We may, at our sole discretion, restrict access to certain features and websites.
2. **Your Use of the Service**

2.1 You must **not** use the Service to access Internet Services, or send or receive e-mails, which:

2.1.1 use Erpingham with Calthorpe Village Hall Village Hall Guest Wi-Fi for any unlawful or illegal purpose;

2.1.2 are defamatory, threatening, intimidatory or which could be classed as harassment;

2.1.3 contain obscene, profane or abusive language or material;

2.1.4 contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);

2.1.5 contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;

2.1.6 use the Service in a way which infringes the rights of any person (whether in breach of confidentiality or intellectual property rights or otherwise).

2.1.7 in our reasonable opinion may adversely affect the manner in which we carry out our business or are inappropriate;

2.1.8 for sending or posting any computer viruses or any other harmful code.

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 Service 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 service 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 Service is intended for consumer use only.

* 1. All equipment connected must be provided with up to date virus protection.

2.7 File sharing should be switched off, in the event that users leave their systems open the VHMC accept no liability for corruption of data or other associated security problems.

2.8 The VHMC makes no attempt to restrict access to the internet or to filter content provided to users. It is the user’s responsibility to set the security, privacy and content access levels on their devices to values appropriate for their use.

2.9 Users must not provide or use any services which contravene any laws or infringe any copyright. Specifically, users may not download or view live programs e.g. TV and Radio programs for which a licence may be required.

2.10 The VHMC will allow any relevant authority access to any transactions where a user has infringed any laws or downloaded prohibited material.

**3. Criminal Activity**

3.1 You must not use the Service 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 Service, the times when they have accessed the Service and the activity associated with that IP address

3.4 You further agree we are entitled to co-operate with law enforcement authorities and rightsholders 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.

1. **Indemnity**

You agree to indemnify and hold us and our subsidiaries, affiliates, officers, directors, 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 the Service by you and/or breach by you of any of these Terms.

1. **Our liability to you**

5.1 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.

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

* + - 1. loss of income or revenue;
      2. loss of business;
      3. loss of profits or contracts;
      4. loss of anticipated savings;
      5. loss of opportunity or goodwill;
      6. loss of, damage to, or corruption, of data; or
      7. indirect or consequential loss of any kind.

**6. Other Terms**

6.1 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 service in breach of these terms and conditions, and in particular clause 2.1 to 2.3 and 3.1 above.

6.2 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 service or a failure, suspension or withdrawal of all or part of the service 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.

6.3 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.

6.4 This agreement is governed by the law of England and Wales and is subject to the nonexclusive jurisdiction of the English courts.