

Free Wi-Fi public access terms and conditions

It is important that you read the following information about our Wi-Fi service. Your use of our Wi-Fi service constitutes your agreement to our terms and Conditions of use.

1. Telford and Wrekin Council (“we or us”) are providing this free Wi-Fi service.
2. We do not guarantee the availability or speed of our Wi-Fi service nor are we responsible for slow response times, the non-availability of any web site nor any other issue that interferes with your use of our Wi-Fi service.
3. We are not under any obligation to you to provide our Wi-Fi service nor are we liable to you (or any third party) in any way if our Wi-Fi service is not available for use.
4. We may terminate provision of our Wi-Fi service without notice and at our discretion.
5. Use of our Wi-Fi service is entirely at your own risk and we will not accept any liability for any loss of any kind.
6. We cannot guarantee that our Wi-Fi facility will be compatible with any device or hardware.
7. We are not responsible for your device’s or hardware’s inability to use or access our Wi-Fi service caused by the state of your device or hardware.
8. You acknowledge that our Wi-Fi network is unsecured, and information sent over the network may be visible to others.
9. We cannot be held responsible for the privacy or security of your activities. It is strongly recommended that you use a personal firewall and take due care when transmitting confidential information such as credit card details over the Internet. For further information about online security, go to www.getsafeonline.org. We cannot be held responsible for any losses resulting from sending confidential information via the Internet.
10. It is your responsibility to provide antivirus and malware protection for your device or hardware. We will not accept any liability for damage to your device or hardware through you using inadequate security settings or your failure to protect your device by using appropriate software, nor are we responsible for any viruses or spyware which may be downloaded on to your device while using our Wi-Fi service.
11. We assume no responsibility for the safety of your device or for laptop configurations, security, or data files resulting from connection to our Wi-Fi service.
12. We cannot provide technical assistance to you in relation to using our Wi-Fi service.

13. Printing is not available using our Wi-Fi service.

14. We provide access to the World Wide Web for basic web browsing, but do not provide telnet, ftp or Internet Relay Chat software.

15. To minimise access to inappropriate material we block certain web sites and chat rooms using filtering software. This software, however, may not always prevent access to such material and we are not responsible if any unsuitable sites have not been blocked.

16. If we decide the site complies with our acceptable use policy, we shall unblock it. We would hope to unblock the site within 10 days but it may take longer so please do not rely on the site being available.

17. We monitor use of our Wi-Fi service, including web sites visited. As providers of an Internet service we are responsible for responding to official requests for information from the police and for complying with legislation such as the Data Protection Act 2018.

18. We are not responsible for the accuracy, validity or legality of any information made available through the Internet.

19. We are not responsible in any way for goods, services, information or any other materials or content you obtain through the Internet while using our Wi-Fi Service.

20. It is not intended for users to operate a business via this free Wi-Fi service or to resell access to this service in anyway, please get in touch with the council if you require a commercial service.

Data Protection

1. We provide our Wi-Fi service to you in accordance with our privacy policy which is available on our website at the following link <http://www.telford.gov.uk/terms>

2. Generally, we may use, and you consent to us using, the personal information you give to us when you sign on for our Wi-Fi service for the following purposes:

- a. To contact you for feedback to evaluate and/or develop our Wi-Fi service
- b. To provide you with information
- c. For statistical purposes to monitor the use of our Wi-Fi service
- d. To disclose to a regulator, court, law enforcement service, or other public body under any regulatory, government or legal requirement

What are your responsibilities as a user of our Wi-Fi service?

1. You are fully responsible for all activities and communications that take place during your use of our Wi-Fi service.

2. You shall use our Wi-Fi service in accordance with our Acceptable Use and Fair Use policies.

3. You must not attempt to gain unauthorised access to any computer, computer network, system or information or engage in any illegal or unlawful activities.

4. You must not deliberately search for pornographic, obscene, violent or racist materials or use search terms considered to be obscene, racist or offensive. The Wi-Fi service is filtered but this is not always effective in blocking unsuitable material. You must take responsibility for your own use of the service and your own activities.

5. You must not send e-mails or messages, post blogs, publish or download content or carry out any other activity through our Wi-Fi service in any way which is offensive, racist, discriminatory, obscene, promotes violence or public disorder, is intended to deceive, infringes copyright or other intellectual property rights, breaches confidential information, privacy or any other rights or is done with any criminal or terrorist intent.

6. You must not use our Wi-Fi service to send spam emails or other unsolicited advertising or promotional materials.

7. Many of the pages on the Internet are subject to copyright. Do not infringe any of the copyright regulations that apply to web pages.

8. You will indemnify us and any organisation managing and/or supporting our Wi-Fi service against all losses, damage, expenses (including reasonable legal costs and expenses), liabilities or claims arising out of you breaking any of the terms and conditions of use of our Wi-Fi service.

Acceptable and Fair Use Policy

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

You may use our 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 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.