

# Queen Victoria Hospital NHS Foundation Trust Wi-Fi Service Terms and Conditions

## 1. Fair Use:

1.1 We would like to ensure that all of our guest users have an enjoyable internet experience whilst with us. We have therefore implemented a 'fair use' policy to ensure that we can continue to provide a fast and reliable service.

1.2 We may monitor the performance of our network and the use of it by our guest users. If we notice that a guest user is using it in excess of what is expected from reasonable normal use and where such excessive use is affecting other guest users, particularly during busy times, we may restrict usage. If you do not use file sharing software or download large files from the internet then you should not be affected by our fair use policy. However, if it becomes clear that heavy downloading, peer-to-peer networking, or excessive streaming (i.e. more than simply streaming programme content from websites such as BBC iPlayer, 4 On Demand, or itv.com) is taking place then we may contact you to ask you to reduce your use to allow our other guest users to share the system fairly. If you continue to do so, or if you persistently exceed normal use to the extent that it affects our network and other user's enjoyment of the service, then we reserve the right to restrict or deny you access to the network.

1.3 We restrict access to certain sites that have been identified as high risk. However this is not guaranteed therefore the user has to take ultimate responsibility for the sites accessed

## 2. Our Obligations to You:

2.1 We will use our reasonable endeavours to ensure that you are provided with free, uninterrupted service 24 hours a day. We will not be liable however, for any reason if the service is not available at any time for any period, nor for any loss of data or damage to the equipment you suffer as a result of using our service. We may suspend access at any time and for any reason, including routine or emergency maintenance of the servers. For this reason we strongly recommend that you regularly save any work you are doing whilst using the service.

## 3. Your Obligation to Us:

3.1 The service we provide is intended to be used for general purposes, including accessing the World Wide Web, email, messaging services and chat rooms. You undertake to us that you will use the services responsibly and that you will behave in a lawful, honest and proper manner when accessing the services. Without prejudice to any other provision of this agreement, we may terminate your use of the service at any time without notice if we become aware of any behaviour that has a negative effect on our equipment or network or the use by other customers of our equipment or network or the internet in general, or which damages, or has the potential to damage, our reputation.

3.2 Without prejudice to the generality of paragraph 4.1 above, you may not: use the service for any illegal purpose (including but not limited to breaching any intellectual property or computer misuse legislation and downloading or uploading any illegal material); send any unsolicited commercial email (or “spam”) or any activity relating to it; carry out any “hacking” activities such as attempting to access systems without authorization or carry out denial of service attacks.

#### 4. Data Protection

We will not disclose any personal information which is provided by you to any third party without your permission unless required to do so by Law.

4.1 We may log traffic data to assist us with the implementation of our terms and conditions and our fair use policy, although it is our policy to respect your privacy.

#### 5. Breach of Agreement

We shall investigate any suspected breach of the agreement by you, and reserve the right to take such action as we, in our sole discretion, deem appropriate, including suspension or withdrawal of the service with immediate effect and without notice to you.

#### 6. Disclaimer

6.1 You acknowledge that use of the service is entirely at your own risk.

6.2 The service is provided on an “as-available” basis, and to the fullest extent permitted by law we hereby exclude all and any warranties or conditions of any kind, whether express or implied, in respect of the service and the content or data obtained or downloaded from it.

6.3 Without prejudice to the foregoing generality we do not warrant that the service will be uninterrupted, timely, and secure or error free at all times or will meet your requirements; and we are not responsible for security, integrity, accuracy, suitability or completeness of any information that you transmit or receive while using the service.

6.4 The disclaimer within this paragraph 7 does not affect your statutory rights as a consumer.

#### 7. Liability

7.1 Nothing in this agreement serves to exclude or limit our liability for death or personal injury caused by our negligence.

7.2 Subject to paragraph 8.1 we shall not be liable to you in contract, tort or otherwise arising in connection with this agreement for any economic losses (including, without limitation, loss of revenue, profits, contracts, business or anticipated savings), any loss of goodwill or reputation, any special, indirect or consequential losses or any destruction or loss of data.

7.3 If any part of the service is not available to you through no fault on our part or where the failure, suspension or withdrawal of the service is beyond our reasonable control, we shall not be obliged to pay any compensation to you.

7.4 You will indemnify us against all and any losses or claims arising from any breach of the agreement by you, and against any claims or legal proceedings arising from your use of the services which are brought or threatened against us by another person.

## 8. General

8.1 We reserve the right to amend these terms and conditions at any time.

8.2 We reserve the right to assign or sub-contract any of our rights and obligations under this agreement without notice to you.

8.3 If any provision of this agreement is found to be unenforceable by a court of competent jurisdiction, the other provisions shall nevertheless remain in full force and effect.

8.4 This agreement is governed by the laws of England and the parties hereto submit to the non-exclusive jurisdiction of the English courts.