



The Institute, Kelvedon

Charity Number 272790

78 High Street
Kelvedon,
Essex
CO5 9AA

www.kelvedoninstitute.co.uk

Institute Guest Wi-Fi Terms & Conditions of Use

Wi-Fi Internet access is provided free of charge to hirers of the Institute and their authorised guests.

Before connecting to The Institute Guest Wi-Fi, please read these terms and conditions carefully (the “Terms”). These Terms along with our Privacy Policy [<https://www.kelvedoninstitute.co.uk/documents>] make up the terms and conditions for use of The Institute 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 The Institute. The terms “you”, “your”, “yours”, “buyer” when used in these Terms means you as a user of the Institute Guest Wi-Fi as the context requires.

IN PARTICULAR YOUR ATTENTION IS DRAWN TO SECTION 3 ON OUR LIABILITY TO YOU

If anything is unclear, please contact the Booking Secretary before accepting these Terms or using the Wi-Fi.

1. Using the Institute Guest Wi-Fi

- a. The Institute Guest Wi-Fi is a free service available to all hirers and their authorised guests. You can continue to use The Institute Guest Wi-Fi free of charge as long as you continue to accept our Terms, whilst on the premises.
- b. If you are in any of The Institute buildings with “Guest-Wireless” you can connect to the Institute Guest Wi-Fi using a compatible phone or computer device with wireless LAN. We do not guarantee that the Institute Guest Wi-Fi is compatible with all hardware types and devices or guarantee device connectivity. Any functionality issue with the connecting device are the responsibility of the guest to resolve. The Institute does not provide technical support.
- c. To connect to the Institute Guest Wi-Fi you will not need to provide any personal information however, certain details of the device you are using to connect to our network will be recorded.
- d. The Institute Guest Wi-Fi is intended for browsing the internet and providing data for use by apps (applications).
- e. We are not responsible for the content of websites you visit while using the Institute Guest Wi-Fi. The guest is at all time responsible for their activities whilst using the Institute guest Wi-Fi. We may at our sole discretion restrict access to certain features and websites.
- f. Your use of the Institute Guest Wi-Fi is limited to 4 hours after which time your connection will end. You can subsequently reconnect to start another session.
- g. We do not guarantee uninterrupted access to the Institute Guest Wi-Fi and we may suspend the service at any time, for any reason, in our sole discretion.
- h. The Institute 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 The Institute Guest Wi-Fi.
- i. We are not responsible for the accuracy of any information or data obtained from the internet using the Institute Guest Wi-Fi.
- j. The Institute Guest Wi-Fi will be traffic managed, including rate limiting and shaping, to endeavour to provide an equitable service to all users of the Wi-Fi service. This may affect the guest’s user experience.
- k. The Institute guest Wi-Fi is an optional additional benefit for hirers and their guests. It is not a core part of our hiring services of space within the Institute and hirers should not plan to rely upon it but make alternative arrangements using mobile data networks. Consequently No Refunds or credits will be given for any issues experienced with the Institute Guest Wi-Fi during the course of a hire session.



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2. How we use your information

- a. By using the Institute Guest Wi-Fi You agree and acknowledge that we may monitor your activity while you use this service and may keep a log of the Internet Protocol ("IP") and MAC addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address. This information will be retained in accordance with The Institute retention policy which is available on our website.
- b. You are aware that, in accordance with our privacy policy, we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.
- c. 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 2A or otherwise), and are entitled to provide by law, to law enforcement authorities or rights-holders.

3. Our liability to you

- a. 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.
- b. We shall not be liable to you in contract, tort (including negligence), breach of statutory duty or otherwise arising for:
 - i. loss of income or revenue.
 - ii. loss of business.
 - iii. loss of profits or contracts.
 - iv. loss of anticipated savings.
 - v. loss of opportunity or goodwill.
 - vi. loss of, damage to, or corruption, of data.
 - vii. indirect or consequential loss of any kind.

4. Acceptable use of The Institute Guest Wi-Fi

- a. You agree not to use the Institute Guest Wi-Fi:
 - i. For any unlawful or illegal purpose.
 - ii. For any commercial purposes unconnected with the hire.
 - iii. In a way which causes the whole or part of The Institute Guest Wi-Fi to be interrupted, damaged, made less efficient, or impair the effectiveness or functionality of the Institute Guest Wi-Fi in anyway.
 - iv. For sending or posting any computer viruses, malware or any other harmful code, any material which is defamatory, abusive, offensive or obscene.
 - v. In a way which infringes the rights of any person (whether in breach of confidentiality or intellectual property rights or otherwise such as human rights).
- b. We reserve the right to terminate or restrict your access to the Institute Guest Wi-Fi without advance notice, if we have reason to believe that you are misusing the Institute Guest Wi-Fi or are otherwise in breach of these Terms.

5. 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 Institute Guest Wi-Fi by you and/or breach by you of any of these Terms.



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6. General

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