



CRANLEIGH PARISH COUNCIL

WIFI – Acceptable Use Policy

1. Terms of Use

By connecting to the wireless network facility (the Service), you acknowledge that you have read and understood and agree to be bound by these Terms and Conditions of Use.

- The wireless network service is provided by Cranleigh Parish and is completely at their discretion. Your access to the network may be blocked, suspended, or terminated at any time for any reason.
- Children under the age of 13 can only use the Service when accompanied and supervised by an appropriate adult. Managing and monitoring access to the internet by children is the responsibility of the child's parent, carer or legal guardian.
- You agree not to use the Service for any purpose that is unlawful or otherwise prohibited and you are fully responsible for your use.
- You acknowledge your use of the Service is entirely at your own risk, Cranleigh Parish Council does not guarantee the availability, speed or security of the Service.
- Wireless Internet access is inherently not secure, you are responsible for adopting appropriate security measures when using the Service, especially if conducting confidential transactions, such as a VPN.
- You are accountable for all activity that occurs under the account you have registered. For this reason, you should not divulge your account name or password to anyone. If registration is requested, you agree to provide accurate and complete registration information.
- Cranleigh Parish Council may revise the Terms and Conditions at any time, it is your responsibility to review the Terms and Conditions for any changes.
- The Council collects information on your usage of this service including Internet browsing activity which is routinely monitored for inappropriate activity (refer to 2.3). For this reason, Internet browsing activity carried out on the Service cannot be deemed to be private.
- Cranleigh Parish Council reserves the right to remove, block, filter, or restrict by any other means any material that, in our sole discretion, may be illegal, may subject us to liability, may be unsuitable for the location in which the Service is provided or may violate these Terms and Conditions.

2. Use of the service

2.1. No software or hardware support is provided to a guest user of the Service.

2.2. It is the end user's responsibility to ensure the device used to access this Service has an appropriate level of security and protection against malicious means. Anti-virus and anti-malware provision are the responsibility of the end user. It is advised software applications are on the latest version and that device/vendor security patches are applied.

2.3. It is not acceptable to use the Service for any (but not limited to) the following:

2.3.1. the creation, display, downloading, transmission, searching or printing of any offensive, obscene, pornographic or indecent images, data or other material, or any data capable of being resolved into pornographic or indecent images or material;

2.3.2. the creation, display, downloading, searching or transmission of material which is designed or likely to cause annoyance, inconvenience, unnecessary anxiety, threats or the promotion of violence;

2.3.3. the creation, display, downloading, searching or transmission of defamatory or discriminatory material especially anything likely to promote religious or racial hatred;

2.3.4. the transmission or downloading of anything other than copyright free material;

2.3.5. the transmission of unsolicited commercial or advertising material;

2.3.6. deliberate unauthorised access (i.e. "hacking") to any facilities or services accessible on the network;

2.3.7. the viewing of live TV broadcasts (as Council premises are not licenced for this).

2.3.8. deliberate activities with any of the following characteristics are prohibited:

- i. Attempting to introduce a computer virus
- ii. Accessing another person's computer, computer account, files, or data without permission.
- iii. Attempting to circumvent or subvert system or network security measures.
- iv. Creating or running programs that are designed to identify security loopholes, to decrypt intentionally secured data, or to gain unauthorised access to any system.
- v. Using any means to decode or otherwise obtain restricted passwords or access control information.
- vi. Forging the identity of a user or machine in an electronic communication.
- vii. Saturating network or computer resources to the exclusion of another's use, for example, by overloading the network with traffic such as emails or legitimate (file backup or archive) or malicious (denial of service attack) activity.

2.4 Illegal or unlawful violations of these conditions or activities resulting in loss or damage to Cranleigh Parish Council will be referred for legal action or to the police.

Cranleigh Parish Council will upon request disclose your personal information and or information pertaining to your usage of the Service to the relevant authorities in the investigation of any suspected or alleged crime.

2.5 It is preferable for misuse to be prevented and Cranleigh Parish Council reserve the right to take appropriate measures to monitor your use of this service. Violations of these Terms and Conditions may result in the suspension or termination of access to the Service.

3. Disclaimer

3.1 Cranleigh Parish Council cannot accept any liability for any loss or damage that may result to you or any third parties from the use of the Service, including, (but without limitation) any direct, indirect, punitive or consequential loss or damages, loss of income, profits, goodwill, data, contracts, use of money, loss or damages arising from or connected in any way to business interruption and for any other loss or damage of any kind, however arising and whether caused by tort. This includes negligence, breach of contract or otherwise, even if foreseeable.

3.2 This does not affect our liability for death or personal injury arising from our negligence. Nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter. Nor any other liability which cannot be excluded or limited under applicable law.

3.3 Cranleigh Parish Council accepts no liability for the nature or accuracy of the information accessed or retrieved via the Service.

3.4 Cranleigh Parish Council cannot accept any responsibility for transactions carried out by the public.

4. Privacy Policy

4.1 All personal data submitted by users of the Service will be processed in accordance with the principles of the General Data Protection Regulation (UK-GDPR) Cranleigh Parish Council will store, for three months, your registration and connection details including your:-

- Name
- Email address
- IP address
- Activation and last login dates
- Device information (MAC address, device type, device name, device operating system)

Internet browsing activity logs are stored for one year.

4.2 The proprietor of this service is Cranleigh Parish Council registered as a data controller with the Office of the Information Commissioner under registration number Z8029622.

5. General

5.1 The English courts will have exclusive jurisdiction over any claim arising from, or related to, using this service. Although we keep the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country, these terms are governed by English law.

5.2 The headings in these Terms and Conditions are inserted only for convenience and shall not affect its construction.

October 2022

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