



The Tile House Surgery provides free publicly accessible WiFi. The service has been kindly provided by *Basildon, Brentwood CCG*. Use of the WiFi service is conditional, and by making use of the WiFi provided, you are indicating your agreement to the terms of the following contract:-

PATIENT WIFI DISCLAIMER

These are the terms and conditions on which your GP practice's wireless internet access services (the "WiFi Service") will be provided to you (the "Contract"). Please read the Contract carefully, so that you fully understand the WiFi Service that you are planning to use. By continuing to use the WiFi Service in your GP practice (the "Practice") you agree to the terms and conditions of the Contract.

You will be able to access the WiFi Service using compatible portable devices.

References below to "we" or "us" are to your Practice.

AGREED TERMS

1. ACCESS TO THE WIFI SERVICE

1.1 You may access the WiFi Service at no cost to you while you are attending our Practice but restrictions may apply including but not limited to the length of connection time. The WiFi Service is a service which we have chosen to make available to our patients, but we are under no obligation to do so and we may terminate this access at any time without notice to you.

1.2 The WiFi Service is a wireless data service which allows you to access data services when attending the Practice and within an appropriate distance of one of our hotspots.

1.3 You acknowledge that the WiFi Service is not a private network and that there is an inherent risk when using any publically accessible network that other people may be able to intercept or access your data.

1.4 You are responsible for all charges incurred when accessing any subscription based websites or other chargeable services and for all your other activities when using the WiFi Service.

1.5 You agree that we may modify, restrict, suspend or temporarily cease your access to the WiFi Service at any time in order to test the operation of the WiFi Service, carry out maintenance, technical repair, enhancement or emergency work or for any other reason.

2. DEVICES AND HOTSPOTS

2.1 In order to access the WiFi Service, device(s) must meet any minimum hardware, systems and software requirements and be in proper working condition (each a "Device").

2.2 Although you should be able to access the WiFi Service when attending the Practice, the WiFi Service may not be available or fully operational at all times and its speed, quality and availability may vary.

2.3 The WiFi Service is intended for e-mail, instant messaging, browsing the internet and using apps. It is not intended for use with any service that requires a high speed or dedicated connection such as streaming media files or downloading large files. It should not be used for any use where a stable or reliable connection is required.

3. USE OF THE WIFI SERVICE

3.1 The WiFi Service must not be used for any commercial or business purpose and you do not have the right to resell or enable access to any third party.

3.2 You must comply with our acceptable use terms as set out below in clause 6.

3.3 To protect the WiFi Service and maintain quality we may temporarily or permanently control or restrict your online activities where we consider that such activities may have a detrimental effect on others (e.g. sending "spam" messages or hosting a website).

3.4 You agree to indemnify us against all losses, liabilities, costs (including legal costs) and expenses which we may incur as a result of third party claims against us arising from, or in connection with, your misuse of the WiFi Service or breach of this Contract.

3.5 We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of the WiFi Service by you.

4. LANDING PAGES

4.1 When you start using the WiFi Service you will access a bespoke landing page chosen by the Practice (the "Landing Page").

4.2 The content of Landing Pages may be protected by intellectual property laws such as copyright and trade mark. The re-distribution, re-publication, or otherwise making available of such material to third parties is prohibited. Unauthorised use of the Landing Page may give rise to a claim against you for damages and/or be a criminal offence.

5. CHANGES TO THE WIFI SERVICE

The WiFi Service is provided (subject to the terms of this Contract) without charge. We may change, replace or withdraw it at any time.

6. ACCEPTABLE USE POLICY

6.1 We may block access to general categories of sites that may be deemed inappropriate for public environments or specific URLs for legal or contractual reasons. The type of site categories that we may block include, but is not limited to, those relating to drug use, pornography, offensive or illegal speech, network malfeasance and material intended for those aged over 18 years.

6.2 We may amend the list of categories in clause 6.1 from time to time.

6.3 You must ensure that you have in place at all times, on any Devices used to access the WiFi Service, adequate and appropriate protections against any computer software that contains any "time-bombs", "worms", "viruses", "Trojan horses", "protect codes", "data destruct keys" or other programming devices that might, or might be used to, improperly access, modify, delete, damage, deactivate or disable any third party's computer software, hardware or data.

6.4 You undertake to comply with generally accepted principles of online service usage (including when sending, receiving, storing, distributing, transmitting, posting, uploading or downloading any materials or data), whether governed by the laws of any jurisdiction or not, including never:

6.4.1 sending "spam" mail (i.e. unsolicited mass communications);

6.4.2 sending mail bombs, trojan horses, viruses, malware or other disruptive programs or devices;

6.4.3 pirating or otherwise illegally copying software or other proprietary material or infringing any intellectual property rights or any other proprietary right of any third party;

6.4.4 uploading or transmitting any material which constitutes harassment, is unlawful, hateful, obscene, libellous, threatening, offensive or defamatory;

6.4.5 engaging in activities which may be harmful to minors or which promote or encourage illegal or socially unacceptable or irresponsible behaviour;

6.4.6 violating the security of any website or network or engaging in unauthorised decryption of protected material;

6.4.7 engaging in activities with a fraudulent purpose or effect or which involve a user impersonating another person or otherwise misrepresenting himself as the source of any communication; or

6.4.8 damaging or risking damaging our name and/or reputation.

7. HOW LONG YOUR CONTRACT LASTS

7.1 This Contract commences when you indicate your acceptance of the terms and conditions of the Contract by continuing to use the WiFi Service. This Contract shall continue until terminated in a way set out in this Contract.

7.2 You can discontinue using the WiFi Service at any time which will also terminate this Contract.

7.3 Notwithstanding any other clause in this Contract, we may end your access to the WiFi Service at any time.

7.4 We may, at our discretion, immediately suspend or terminate the provision of the WiFi Service and/or this Contract if:

7.4.1 you breach any term or condition of this Contract;

7.4.2 we consider that you have committed or may be committing any fraudulent activity against us or against any other person or organisation through your use of the WiFi Service;

7.4.3 we are told to do so by the Government or other lawful regulatory authority or the emergency services; or

7.4.4 you act in a way towards our staff or agents which we consider to be inappropriate.

7.5 On termination of the Contract for any reason:

7.5.1 the accrued rights and liabilities of you and us as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected; and

7.5.2 the following clauses shall survive and continue in full force and effect: clauses 1, 3, 7, 8 and 10.

8. WHAT WE ARE NOT LIABLE FOR

8.1 Subject to clause 8.2, we will not be liable under this Contract to you for:

8.1.1 any defect in use of any Device used to access the WiFi Service;

8.1.2 any use made of the WiFi Service nor for any content accessed, sent or received using the WiFi Service, nor for any charges incurred with any third party or for any transactions entered into when using the WiFi Service, unless caused by us;

8.1.3 the act of suspending or terminating access to the WiFi Service in accordance with the terms of this Contract;

8.1.4 any delay or failure by us to provide any element of the WiFi Service;

8.1.5 any loss or damage caused by your use of the WiFi Service, us, or any of our respective officers, employees, sub-contractors or agents in circumstances where there is no breach of a contractual obligation or legal duty of care by us or any of our respective officers, employees, sub-contractors or agents; or such loss or damage is not a reasonably foreseeable result of any such breach;

8.1.6 any loss or damage caused by us, or any of our respective officers, employees, sub-contractors or agents to the extent that such loss or damage results from any breach by you of these terms and conditions;

8.1.7 the security of any data you transmit using the WiFi Service;

8.1.8 the accuracy, completeness, availability or timeliness of any information obtained via the internet (including, without limitation, information or links to other such information on the Landing Page) when using the WiFi Service;

8.1.9 any loss or damage caused by viruses or unauthorised use of, or attempts to access, the WiFi Service or by your Devices;

8.1.10 any loss or corruption of data, indirect or consequential loss, loss of business, contracts, profits, anticipated savings, reputation, or revenue or any other form of economic loss; or

8.1.11 any loss or damages if anyone else, other than you, gains access to your Devices.

8.2 Nothing in this Contract shall limit or exclude in any way any liability we may have to you for (a) death or personal injury as a result of our negligence, (b) fraudulent misrepresentation or (c) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

8.3 Subject to clauses 8.1 and 8.2, our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising out of or in connection with this Contract will be limited to £1,000.00.

8.4 You shall at all times be under a duty to mitigate any losses you suffer.

9. HOW THIS CONTRACT CAN BE TRANSFERRED AND THIRD PARTIES

9.1 We may assign the Contract or the WiFi Service we provide to you on the same terms to any third party.

9.2 You may not assign this contract or the benefit of the WiFi Service we provide to you unless we agree in writing.

10. LAW AND GEOGRAPHICAL LIMITS

Please note that this Contract is governed by and construed in accordance with English law. You and we both agree to submit to the exclusive jurisdiction of the courts of England and Wales (save that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland).