

LBBB Guest and Visitor Wi-Fi Usage Terms and Conditions

This service allows Guests and Visitors to access the Internet during a visit to a London Borough of Barking and Dagenham (LBBB) site. In order to use this service, you must read and agree to the following usage agreement.

Access as a guest to the LBBB Wireless Local Area Network service provided on LBBB premises (the "WLAN Service") is provided for the use of authorised guest users only. If you have not been authorised to access the WLAN Service, you must logout immediately.

Authorised users must read, agree with and accept all of the terms and conditions contained in this notice before using the WLAN Service.

1. You are being provided with access to the WLAN Service as a complimentary service for your convenience during your visit to our site. You acknowledge that (i) the WLAN Service provides unencrypted wireless access to the Internet, and agree you are responsible for the protection of your system, information and any transmissions you make or receive including, without limitation, through the use of appropriate virus protection and firewall technology; and (ii) that you accept the risks of unencrypted access to the Internet.

2. While using the WLAN Service you agree that you shall not:

A) Introduce into the LBBB systems and/or networks any unauthorised software, data or malware (including but not limited to viruses, trojan horses, worms, time bombs) that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;

B) Create any liability for LBBB or cause LBBB to lose (in whole or in part) the services of our suppliers;

C) Violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising, terrorism, obscenity, copyright/intellectual property);

D) View, create, transmit, or receive any data that may be defamatory, trade libellous, obscene, unlawfully threatening or harassing; and/or

E) Attempt any access to or compromise any data or system which you are not authorised to access.

3. All use of our network including your use of the WLAN Service is subject to monitoring, retention and disclosure to the extent permitted or required by applicable law without further notice to you, and your use of our network, including your use of the WLAN Service, constitutes your consent to such monitoring, retention and disclosure.

4. You further agree that, in connection with providing the service, any identifying information that you provide or that is collected about you and your use of this service (your "Personal Data") may be held, processed and disclosed within LBBB.

5. You agree that we may not make certain Internet services available, and may revoke your access to the WLAN Service at any time for any reason with or without notice.

6. LBBB provides the WLAN Service on an "as is", "with all faults" and "as available" basis. The entire risk as to whether the WLAN Service is or is not of satisfactory quality, fit for purpose or available rests with you. To the maximum extent permissible by law LBBB excludes all representation, warranties, terms and conditions, whether express or implied including, without limitation, those relating to the quality of the WLAN Service, fitness for purpose, accuracy, title, quiet enjoyment, no encumbrances, no liens and/or non-infringement. LBBB also excludes, to the maximum extent permissible by law, any warranties or conditions arising through a course of dealing or trade custom as well as any warranties or conditions that access to or use of the WLAN Service will be uninterrupted, error free, virus free or secure.

7. Neither LBBB nor any of its officers, directors, employees, and suppliers will be liable to you for any damages including without limitation, any direct, indirect, consequential, special, incidental or punitive damages (including, without limitation, any damages relating to loss of data, loss of profit, loss of revenue, loss of goodwill, loss of anticipated savings or loss of reputation) arising out of or in connection with your use of the WLAN Service.

8. You acknowledge that each of the restrictions set out in Clause 6 is reasonable in light of the fact that the WLAN Service is provided to you for free. If, however, any of the restrictions set out in Clause 6 are found to be void or voidable but would be valid and enforceable if some part or parts of Clause 6 were deleted, Clause 6 shall apply with such modification as is necessary to make it valid and enforceable.

9. These terms and conditions shall be governed by and construed in accordance with local law and both LBBB and you agree to submit any proceedings relating to the WLAN Service or these terms and conditions to the exclusive jurisdiction of the local courts.