



# Gargunnock Community Trust Ltd.

A registered company in Scotland (SC285574)  
[www.gargunnock.org](http://www.gargunnock.org)



## Gargunnock Community Centre WiFi Policy

**Date Adopted:** 2 July 2020

### **1. Purpose:**

Gargunnock Community Trust Ltd. (the “Trust”, “we”, “our” “us”) is a company registered in Scotland, and a charity registered with OSCR (the Scottish Charity Regulator).

The Trust owns and manages the Gargunnock Community Centre (“Community Centre”) on behalf of the residents of Gargunnock.

The Community Centre provides users of the facilities with free WiFi access to the Internet.

This policy outlines the terms and conditions governing the provision and use of the WiFi system and Internet service at the Community Centre.

### **2. Scope of this Policy**

This policy covers all users of the Community Centre (including the hirer, hiring organization, all members of the hiring organization attending the event, and all members of the public attending the event).

**By logging on to the WiFi system to access the free Internet service, users will be deemed to have read, understood, accepted and agreed to being bound by the following terms and conditions of use.**

### **3. Terms & Conditions of Use**

#### **1. Internet Services:**

1.1 The Community Centre provides you with access to the Internet comprising of a wireless service in the Centre. By accessing the service you are agreeing to obey these terms and conditions listed below (the “Terms”). If you do not agree to the terms, please do not access the service.

## **2. Fair Use:**

- 2.1 We would like to ensure that all of our users and guests have an enjoyable Internet experience whilst using our facilities. We have therefore implemented a 'fair use' policy to ensure that we can continue to provide a fast and reliable service.
- 2.2 We may monitor the performance of our network and the use of it by our users and guests. If we notice that a user or guest is using it in excess of what is expected from reasonable normal use and where such excessive use is affecting other user and guests, 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, networking, or excessive streaming is taking place, then we may contact you to ask you to reduce your use to allow our other user and guests 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.

## **3. Our Obligations to You:**

- 3.1 We will use our reasonable endeavors 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 equipment. For this reason we strongly recommend that you regularly save any work you are doing whilst using the service.

## **4. Your Obligation to Us:**

- 4.1 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 behavior 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.
- 4.2 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.

## **5. Data Protection:**

5.1 You may be required to provide us with certain personal information. We will use such personal information in accordance with relevant data protection legislation, and according to our Privacy & Data Protection Policy (available at [www.gargunnock.org](http://www.gargunnock.org)). You warrant and undertake to us that all of the personal information you provide us with is complete and accurate. We will not disclose any personal information which is provided by you during the provision of such services to you to any third party without your permission, other than

- To any subcontractors or agents engaged by us to provide any support or administration, facilities management or similar services (subject to the subcontractors and / or agents undertaking to keep such personal information confidential).
- To any company or organisation to which we transfer our responsibilities to provide these services and products to you, or
- Where required by law or made in connection with legal or regulatory proceedings.

5.2 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.

## **6. Breach of Agreement:**

6.1 We shall investigate any suspect 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.

## **7. Parental Responsibility and Child Safety on the Internet**

7.1 Children and young adults aged under 18 may use the service under the adult supervision of a parent, guardian or group coordinator. However, it is the responsibility of the parent, guardian or responsible adult to:

- Monitor and restrict the content accessed by their children.
- Set appropriate parental controls.

7.2 The Trust cannot and will not be responsible for guests accessing inappropriate content or using their device(s) inappropriately whilst connecting to the free wireless network with their own device(s).

## **8. Disclaimer:**

- 8.1 You acknowledge that use of the service is entirely at your own risk.
- 8.2 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.
- 8.3 Without prejudice to the foregoing generality we do not warrant that the service will be uninterrupted, timely, and secure of 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.
- 8.4 The disclaimer within this paragraph 8 does not affect your statutory rights as a consumer.

## **9. Liability:**

- 9.1 Nothing in this agreement serves to exclude or limit our liability for death or personal injury cause by our negligence.
- 9.2 Subject to paragraph 9.1 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.
- 9.3 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.
- 9.4 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.

## **10. General:**

- 10.1 We reserve the right to amend these terms and conditions at any time.
- 10.2 You acknowledge and agree that all intellectual property rights (including, but not limited to, copyrights (including rights in software), trademarks, database rights, patents and inventions) in and relating to the service are owned by us and our licensors or contractors. Nothing in this agreement operates to transfer any such intellectual property rights to you.

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

10.4 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*.

10.5 This agreement is governed by the laws of Scotland and the parties hereto submit to the non-exclusive jurisdiction of the Scottish courts.

#### **4. Communication**

This policy will be available to users of the Community Centre on the Community Centre booking pages of the Village website ([www.gargunnock.org](http://www.gargunnock.org)).

A summarised version of this policy and the access password are available in the following Appendix, and will be posted on the noticeboard in the Community Centre.

#### **5. Appendix: WiFi Policy Notice**

## Free Wifi

Subject to availability, we offer all our guests free Internet access on their laptops and mobile devices. Simply log on to Gargunnock CC using the current password found at the bottom of this notice.

Please be aware that by logging on to the WiFi you indicate your acceptance of the Terms and Conditions of our WiFi Policy, also found on our website [www.gargunnock.org](http://www.gargunnock.org).

Gargunnock Community Centre provides free WiFi for adult visitors aged 18 and over.

The free WiFi offered is an open, unsecured and unfiltered network provided for your convenience; its use is solely at your own risk.

It is the user's responsibility to configure their device with the appropriate security settings, firewall and anti-virus protection.

### **Parental Responsibility and Child Safety on the Internet**

Children and young adults aged under 18 may use the service under the adult supervision of a parent, guardian or group coordinator.

It's the responsibility of the parent, guardian or adult responsible

- ◆ to monitor and restrict the content accessed by their children
- ◆ to set parental controls

Gargunnock Community Centre cannot and will not be responsible for guests accessing inappropriate content or using their device(s) inappropriately whilst connecting to the free wireless network with their own device(s).

**Please do not leave your laptop, smartphone, PDA or other device unattended at any time.**

**Gargunnock Community Centre cannot be held responsible for any loss or damage Incurred to your personal device.**

**“password”**