



# Saltash Town Council

Policy/Procedure:

Wi-Fi Acceptable Use (Saltash Library)

Date of Adoption:

This is a Policy or Procedure document of Saltash Town Council to be followed by both Councillors and employees.

Current Status			
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January 2019	1	CC/ajt	Saltash Library

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# Saltash Library: Wi-Fi Acceptable Use Policy

Note: This service is provided to users of Saltash Library by Cornwall Council. Where relevant, Cornwall Council policy applies.

## Cornwall Council Wireless Hotspot

### Terms and Conditions of Use

**Notice:** The Council cannot guarantee the speed of access to the internet.

#### 1. Introduction

Any person may use the wireless Internet connection provided by Cornwall Council on these premises providing they have obtained prior Library Service membership or a visitor's ticket. Access to a limited number of websites is permitted without the above permission and these are linked from the login page. The service is provided free of charge in accordance with these terms and conditions.

The Council records Internet browsing activity and routinely monitors the data for inappropriate activity. For this reason, Internet browsing activity carried out on the Cornwall Library Service's computers or Wi-Fi connection cannot be deemed to be private.

#### 2. Use of the service

- 2.1. Only those persons with a valid Cornwall Library Service membership or visitor's ticket will be allowed to have full access to the service.
- 2.2. Any Cornwall Library Service membership card or visitor's ticket for this service must only be used by the person for whom it was originally intended.
- 2.3. If you breach any of these terms and condition of use, your permission to use this service will be terminated. Additionally, you may also have your Cornwall Library Service and/or any other associated membership suspended or revoked and may forfeit any membership fees in place at that time.
- 2.4. No software or hardware support is provided to a user beyond that stated in the 'User Guidance Notes'
- 2.5. It is the 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 provision is the responsibility of the user.
- 2.6. It is not acceptable to use the wireless connection for any (but not limited to) the following:
  - 2.6.1. the creation, transmission, downloading 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;

- 2.6.2. the creation, display or transmission of material which is designed or likely to cause annoyance, inconvenience, unnecessary anxiety, threats or the promotion of violence;
- 2.6.3. the creation, display, downloading or transmission of defamatory or discriminatory material especially anything likely to promote religious or racial hatred;
- 2.6.4. the transmission or downloading of anything other than copyright free material;
- 2.6.5. the transmission of unsolicited commercial or advertising material;
- 2.6.6. deliberate unauthorized access (i.e. "hacking") to any facilities or services accessible on the network;
- 2.6.7. the viewing of live TV broadcasts (as Council premises are not licensed for this. However, Public Libraries do hold a license that allows live stream media).
- 2.6.8. deliberate activities with any of the following characteristics:
  - (i) attempting to introduce a computer virus
  - (ii) attempting to corrupt or destroy data
  - (iii) disrupting the work of other users
  - (iv) wasting staff time e.g. unauthorized tampering with hardware or software
- 2.7. Illegal or unlawful violations of these conditions or activities resulting in loss or damage to the Cornwall Council may be referred for legal action or to the police.
- 2.8. It is preferable for misuse to be prevented and Cornwall Council reserve the right to take appropriate measures to monitor your use of this service.

### **3. Disclaimer**

- 3.1. Cornwall Council cannot accept any liability for any loss or damage that may result to you or any third parties from the use of this 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 whether in tort, contract or otherwise.
- 3.2. No liability is accepted for any inaccuracies in the information provided through this medium.

- 3.3. Cornwall Council cannot accept any responsibility for transactions carried out by the public.
- 3.4. Cornwall Council shall not exclude or limit liability for:
  - 3.4.1. Death or personal injury caused by negligence (as defined in the Unfair Contract Terms Act 1977);
  - 3.4.2 Fraud;
  - 3.4.3. Misrepresentation as to a fundamental matter; or
  - 3.4.5. Any liability which cannot be excluded or limited under applicable law.

#### 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 (GDPR)** (Regulation (EU) 2016/679) and in line with our [Privacy Policy](#)
- 4.2. The proprietor of this service is Cornwall Council of New Hall, Truro, Cornwall, TR1 3AY. Cornwall Council is registered as a data controller with the Office of the Information Commissioner under registration number Z5464625.

#### 5. General

- 5.1. If any provision (or part of a provision) of these terms and conditions are found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the intention of Cornwall Council.
- 5.2. The headings in these terms and conditions are inserted only for convenience and shall not affect its construction.
- 5.3. Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.
- 5.4. These terms and conditions are governed by and construed in accordance with English Law. Any dispute arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English Courts.