

Public Wi-Fi access is available for users of East Horsley Village Hall (EHVH) subject to the access terms and conditions outlined below. The user password is displayed in each room.

1. Using the EHVH Wi-Fi indicates acceptance of the following Terms and such other requirements of use as may be notified to you by EHVH's Manager and Trustees.
2. You use the EHVH Wi-Fi at your own risk. The EHVH Management Committee (EHVH MC) is not responsible for your use of Wi-Fi. EHVH MC does not provide anti-malware of any kind.
3. EHVH MC does not guarantee the performance, security or availability of Wi-Fi.

Acceptable Use

4. By accessing EHVH's Wi-Fi you agreed to abide by our acceptable use policy as below:
 - a. You must not use the Wi-Fi for any purpose that is unlawful, prohibited by any applicable law, regulation or legislation or that might infringe the rights of any third party.
 - b. You must refrain from any action which might be technically harmful to the Wi-Fi or its users.
5. Your usage of the EHVH's Wi-Fi and the network is regulated by relevant UK law. In particular you must not use the EHVH's Wi-Fi or the network to:
 - a. Access, send or otherwise make available to others any material that is offensive, obscene or indecent, or infringes the copyright of another person.
 - b. The creation or transmission of material which is designed or likely to cause annoyance, inconvenience or needless anxiety.
 - c. Make available by any means (e.g.: Web server, FTP server or file-sharing software) any material, unless you are the copyright holder of that material, or have the licence to make that material available, or the material has been expressly put into the public domain and you can demonstrate this.
 - d. Cause annoyance, inconvenience or anxiety to others.
 - e. Access network services in such a way as to deny reasonable access to the network for other users, for example, by excessive use of network bandwidth for music or video streaming or very large downloads.

Indemnity and Liability

6. You agree to indemnify, defend and hold EHVH MC harmless from and against any liability, loss, damages, costs, claims and expenses (including reasonable legal fees) suffered or incurred by EHVH MC in connection with your use of either the Wi-Fi or the internet via Wi-Fi.
7. EHVH MC will not be liable to you whether by negligence, breach of contract, misrepresentation or otherwise, for
 - a. any direct loss or damage;
 - b. loss or damage arising from third party claims;
 - c. loss of profit or goodwill; or
 - d. in-direct or consequential loss or damage.

8. Except as set out in the Terms, all conditions, warranties and representations, whether express or implied by statute, common law or otherwise (including, without limitation, warranties as to satisfactory quality, fitness for purpose or skill and care) are expressly excluded.
9. Nothing in the Terms will operate to limit the EHVH MC liability for
 - a. fraud, or
 - b. death or personal injury caused as a result of negligence on the part of EHVH MC or its employees.

Termination

10. EHVH MC reserves the right to terminate your access to the Wi-Fi immediately at any time and for any reason.

Governing Law and Jurisdiction

11. The Terms and all matters arising from or in connection with them shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Signed

Chris Tailby CBE Chairman

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