Guest Wi-Fi Acceptable Use Policy

PLEASE READ THE TERMS OF THIS ACCEPTABLE USE POLICY CAREFULLY BEFORE USING THE WI-FI SERVICE

Ideally, the acceptable use policy should be displayed, or be accessible to users by means of a prominent hyperlink, before the user gains access to the Wi-Fi network.

The Acceptable Use Policy/the terms and conditions of the contract must be available in a way that allows the user to store and reproduce them[1]. Encouraging users to print terms and conditions is a common way of doing this.

1. Who we are and what is this acceptable use policy for?

1.1 Wi-Fi means the wireless networking technology which allows Wi-Fi-enabled devices to connect to the internet when within range of a Wi-Fi network.

1.2 A Wi-Fi network service is provided at [NAME] Methodist Church (Local Church) for the use of the members of and visitors to the Local Church (Wi-Fi Service).

1.3 The Wi-Fi Service is provided by the members of the [Church Council] OR [Circuit Meeting] of__ _____ *(insert name of managing trustee body or the registered charity name if the body is registered with the Charity Commission)* [(charity registered number: _____ _____)[2]] (the Managing Trustees or "we" or "our") and use is completely at the Managing Trustees' discretion.

1.4 This acceptable use policy sets out the terms and standards that apply when you (being the user of the Wi-Fi Service) use the Wi-Fi Service.

1.5 This acceptable use policy aims to ensure that the Wi-Fi Service is used lawfully, in a way that does not affect the security of the Wi-Fi Service or the service capacity and is *in accordance with the Managing Trustees' Safeguarding Policy*.

1.6 Your access to the Wi-Fi Service may be blocked, suspended, or terminated at any time for any reason.

1.7 You agree not to use the Wi-Fi Service for any purpose that is unlawful, contrary to the Safeguarding Policy or otherwise prohibited and you are fully responsible for your use.

1.8 The Wi-Fi Service is provided on an "as is" and "as available" basis without warranties of any kind, either expressed or implied.

[1] *Regulation 9(3) of the E-Commerce Regulations*)

[2] Methodist trustee bodies whose income and assets exceed the relevant thresholds are required to register with the Charity Commission. Please insert the registered charity's name and number here if relevant. If the managing trustee body is not a registered charity then you can delete or strikethrough the text in square brackets.

2 By using our guest Wi-Fi Service you accept these terms

2.1 By [ticking the confirmation button on our sign-in page] OR [connecting to our Wi-Fi Service][3], you confirm that you accept the terms of this policy and that you agree to comply with them.

2.2 If you do not agree to these terms, you must not use our Wi-Fi Service.

2.3 We recommend that you print a copy of these terms for future reference.

2.4 If any provision or part-provision of this acceptable use policy is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this acceptable use policy.

2.5 We amend these terms from time to time. Every time you wish to use our Wi-Fi Service, please check these terms to ensure you understand the terms that apply at that time.

3 What are the Managing Trustees providing?

3.1 The Managing Trustees are offering this guest Wi-Fi Service as a free service to visitors to our premises for the duration of their visit.

3.2 The Managing Trustees have no responsibility for the information obtained through the internet or actions taken on the internet and are under no obligation to oversee or monitor any information accessed through the Wi-Fi Service. The Managing Trustees expressly exclude any liability for any loss or damage arising from the use of the Wi-Fi Service. Use of the Wi-Fi Service is subject to the user's own risk.

3.3 The Managing Trustees may remove, block, filter, or restrict by any other means any material that, in our sole discretion, may be illegal, may subject us to liability, or may violate this acceptable use policy. The Managing Trustees may filter access to the Wi-Fi Service for the protection of children, young people or vulnerable adults or other purposes.

4 Your responsibilities

Security of user's own device

4.1. You are responsible for the security of your own devices and must:

(a) Ensure you are running up-to-date anti-virus software on your wireless devices; and

(b) Be aware that, as you connect your devices to the Internet through the Wi-Fi Service, you expose your devices to threats including viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware and take adequate precautions against such threats.

Excessive use

4.2 You should be mindful of other users at all times and must not:

(a) Run programs, services or systems that are likely to materially degrade the Wi-fi Service's performance or accessibility; or

(b) Connect to "Peer to Peer" file sharing networks or download large files.

Unauthorised access

4.3 You must not:

(a) Access another person's device, device account, files, or data without permission;

(b) Attempt to circumvent or subvert system or network security measures;

[3] If you have a confirmation or equivalent button that users need to press to access your wi-fi please use the first option. You can adapt this depending on what the button says e.g. "enter" or "sign in". Otherwise please select the second option.

(c) Create or run programs that are designed to identify security loopholes, to decrypt intentionally secured data, or to gain unauthorized access to any system;

(d) Use any means to decode or otherwise obtain restricted passwords or access controlled information; or

(e) Forge the identity of another user or device in an electronic communication.

Use by children, young people or vulnerable adults

4.4 The use of any of our Wi-Fi Service by children, young people or vulnerable adults is subject to the consent of their parent or guardian. It is important that parents or guardians communicate with such vulnerable users about their safety online as moderation is not fool proof and make them aware of the potential risks to them.

5 Purposes the user specifically agrees not to use the Wi-Fi Service for

You may use our Wi-Fi Service to

5.1 You may use our Wi-Fi Service only for lawful purposes.

You may not use our Wi-Fi Service to

5.2 You may not use our Wi-Fi Service in an illegal or malicious manner, including, but not limited to:

a) In any way that breaches any applicable local, national or international law or regulation;

b) In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;

c) For the purpose of harming or attempting to harm children, young people or vulnerable adults in any way;

d) To bully, insult, intimidate or humiliate any person;

e) To send, knowingly receive, upload, download, use or re-use any material which: does not comply with our use standards (see paragraph 5.3 below); or

f) To knowingly transmit any data, send or download any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

Our Wi-Fi use standards

5.3 You shall not use the Wi-Fi Service for the purpose of accessing, transmitting, or storing material which:

a) Is libellous;

b) Is defamatory of any person;

c) Is obscene, offensive, hateful or inflammatory;

d) Contains obscene, profane or abusive language;

e) Is contrary to the Safeguarding Policy;

f) Promotes violence.

g) Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

h) Is threatening, abusive or invades another's privacy, or causes annoyance, inconvenience or needless anxiety.

i) In our reasonable opinion may be contrary to or adversely affect our charitable aims and objectives;

j) Is otherwise unlawful or inappropriate particularly (but not exclusively) having regard to the doctrinal standards of the Methodist Church.

6 Breach of this acceptable use policy

6.1 When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

6.2 Failure to comply with this acceptable use policy constitutes a material breach of the terms of use contained in this acceptable use policy upon which you are permitted to use the Wi-Fi Service, and may result in our taking all or any of the following actions:

6.2.1 Immediate, temporary or permanent withdrawal of your right to use the Wi-Fi Service;

6.2.2 Issue of a warning to you;

6.2.3 Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law;

6.2.4 Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and/or

6.2.5 Further legal action against you.

7 Liability

7.1 You assume full responsibility for your use of the Wi-Fi Service and are responsible for any actions on your device, whether intentional or unintentional, that damage or otherwise affect other devices or users of the Wi-Fi Service.

7.2 You agree to be solely responsible for any such loss, infringement, damage, or injury.

7.3 You indemnify the Managing Trustees and keep the Managing Trustees indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising out of or related to your use of the Wi-Fi Service including any material that you access or make available using the Wi-Fi Service, or in breach of this acceptable use policy, including but not limited to any breach of any third party's rights or any breach of law or regulation, or any breach of this acceptable use policy.

7.4 You acknowledge and agree that the aggregate of all liabilities of the Managing Trustees under this policy shall at all times and for all purposes be limited to the net assets of the Church Council or Circuit Meeting or other managing trustee body specified in paragraph 1.2 (the Charity) and nothing in this acceptable use policy shall attach any liability to or be enforced or enforceable against the assets of the Managing Trustees (whether held in their respective personal capacities, as trustee of any other trust or in any other capacity) other than assets of the Charity.

By [ticking the confirmation button on our sign-in page] OR [connecting to our Wi-Fi Service][4], you acknowledge that you understand and agree to this acceptable use policy.

[4] If you have a confirmation or equivalent button that users need to press to access your wi-fi please use the first option. You can adapt this depending on what the button says e.g. “enter” or “sign in”. Otherwise please select the second option.