

TERMS AND CONDITIONS FOR USE OF WIRELESS INTERNET SERVICE

The internet services are provided on a 'fair play' basis. By gaining access to the Service, you agree to abide by the terms and conditions below. If you do not agree to all of the Terms, please do not use the Service.

FAIR USE POLICY

The Fair Use Policy has been implemented so that we can deliver a broadband service that is fast and reliable to all our guests.

We monitor the performance of our network and may restrict the amount of bandwidth available to very heavy users during busy periods to ensure that the majority of our guests have a good experience.

WHY HAVE A FAIR USE POLICY?

Some customer's usage is in excess of that expected from normal home use and this may impact on the service level to others particularly at busy times. This may be due to high use of file sharing software or heavy downloads of music and films.

WILL I BE AFFECTED BY THE FAIR USE POLICY?

If you don't use file sharing software or download large files from the Internet it's unlikely you'll ever be affected by our policy.

WHAT HAPPENS IF MY USE IS VERY HIGH?

If your usage is frequently high and impacts our network, and the experience of other guests, in a negative way then we will get in touch with you to ask you to change your behaviour.

HOW CAN I MANAGE MY USAGE MORE EFFICIENTLY?

Try to limit the internet use for: emails, general web browsing, facebook etc. Please avoid using sites with high media content such as: YouTube and BBC iPlayer.

1. OUR OBLIGATIONS

1.1 We will use our reasonable endeavours to make the Service available 24 hours a day, however we will not be liable if for any reason the Service is not available at any time or for any period. Access to the Service may be suspended at any time.

2. YOUR OBLIGATIONS

2.1 You will keep confidential any access codes or passwords provided to you in order to access the Service, and will not disclose them to any other person for any reason. You will be responsible for any loss that arises from you losing, misusing or otherwise disclosing any such access codes or passwords.

2.2 The Service is intended to allow you to access the internet in order to use, amongst other things, the worldwide web, e-mail, messaging services and chatrooms. You undertake to us that your behaviour while using the Service will be lawful, honest and proper. 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 behaviour that has a negative impact 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 or standing.

2.3 Without prejudice to the generality of paragraph 2.2 above, you may not:

2.3.1 use the Service for any illegal purpose;

2.3.2 access or attempt to access the Service via more than one device;

2.3.3 access or attempt to access the Service provided to any other customer;

2.3.4 use the Service in such a manner as to host a web or other server, send or facilitate the sending of bulk e-mail or collect third party personal data without appropriate consent;

2.3.5 resell, or attempt to resell, the Service to any third party.

3. BREACH OF THE AGREEMENT

We shall investigate any suspected 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.

4. DISCLAIMER

4.1 You acknowledge that your use of the Service is at your own risk. 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 any content or data obtained or downloaded from it. Without prejudice to the foregoing generality:

4.1.1 we do not warrant that the Service will be uninterrupted, timely, secure or error-free at all times or will meet your requirements; and

4.1.2 we are not responsible for the security, integrity, accuracy or completeness of any information that you transmit or receive while using the Service.

4.2 The disclaimer under this paragraph 4 is without prejudice to your statutory and other rights as a consumer.

5. LIABILITY

5.1 Nothing in this agreement shall exclude or limit your or our liability for death or personal injury.

5.2 Subject to paragraph 5.1, 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 revenues, 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.

5.3 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.

5.4 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 Service which are brought or threatened against us by another person.

6. GENERAL

6.1 We reserve the right to amend this agreement at any time.

6.2 You acknowledge and agree that all intellectual property rights (including, but not limited to copyrights (including rights in software), trade marks, 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.

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

6.4 If any provision of this agreement is found to be unenforceable by a court of competent jurisdiction, the other provisions will nevertheless remain in full force and effect.

6.5 This agreement is governed by the laws of England and the parties hereto submit to the non-exclusive jurisdiction of the English courts.

BY ACCESSING OUR WIRELESS NETWORK YOU WILL BE DEEMED TO HAVE READ, UNDERSTOOD, ACCEPTED AND AGREED TO BEING BOUND BY THE FOREGOING TERMS AND CONDITIONS OF USE.