



## Important information:

This document is the terms and condition for the use of Benington Wi-Fi provided to you by your “site”.

## What we provide

1. The Service is provided to you gives you access to the following:
  - a. the ability to access the internet and send and receive data through our network and through the internet using technology installed directly to your premises;
  - b. helpdesk services;

For the purposes of this clause “site” means the owner of the site who has asked us to provide wi-fi connectivity.

2. The Service we provide to you under these terms is for business and consumer use.
3. Any processing of personal data will be carried out in accordance with our privacy policy, a copy of which can be found here <https://benington-networks.co.uk/terms-conditions/>

## When your service starts, ends and your cancellation rights

4. The service starts when you our connected to your router or access point provided by Benington LTD. The length of time that you will be allowed to access the service will vary depending on the subscription purchased.
5. Your agreement ends when the subscription has expired.

## Using the service

6. This Service requires a network name and password provided on install, this is your responsibility to keep this information safe and secure
7. The Service does not include:
  - a. connection from our network to any customer network;
  - b. any services when you are connected to the internet;
  - c. providing you with any computer equipment to access the service or the internet
8. The Service may be impaired by geographic, atmospheric or other conditions or circumstances beyond our control.



9. We will provide a telephone helpdesk. Details of this are available on the Benington Ltd website <https://benington-networks.co.uk/>. If we think that a fault you have reported does not relate to our service we will tell you when you call us.

10. You agree to get any permission needed from someone else if you want to use the service in any country in which this is necessary. This includes the UK.

11. You accept that we have no control over the information transmitted via the service, we do not examine the use to which you put the service or the nature of the information you send or receive. We have no obligation to compensate you for such information and such use.

12. We cannot guarantee access to the internet for you to use the service, or guarantee that service will continue to be available.

13. You must not use the service or allow the service to be used:

- a. in any way which breaks any law or the conditions of any licence or rights of others
- b. to make offensive, indecent, menacing, nuisance or hoax calls or to cause annoyance, inconvenience or needless anxiety;
- c. to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing; or
- d. In any way that we reasonably think is, or is likely to, adversely affect how we provide the service to you or any of our customers, including but not limited to trying to circumvent the website address blocking functionality to access blocked websites at the hotspot.

We take the types of misuse described in this paragraph 13 very seriously, and you agree to take all reasonable steps to make sure that it does not happen. If we reasonably believe you have misused the service, we may take immediate action to suspend the service or end your agreement with us without telling you first, even if you were not aware that your service was misused.

14. You agree that any content, software or other copyright material is supplied to you for your own private or business use only. You must not copy, modify or publish such material or resell, transfer or supply it to any other person or permit any other person to do these things.



15. You are responsible for making sure any equipment you use to access the service is:
- a. suitable for use with the service;
  - b. adequately protected against external threats such including but not limited to viruses, worm, trojans; and
  - c. Meets any instructions for its use.

16. If you are a business customer you also accept that the service depends on your communications network (including any local area network and intranet) being suitable.

17. If you use the service to access content or software owned or licensed by others who ask you to accept their terms of use, you must keep to these terms.

18. You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the service in a

way that breaks paragraphs 14, 15 and 16 of these general terms, or any other term of this agreement. We will tell you of such claims or legal action and update you on their progress. We will consider any representations you want to make.

## Security

19. The service does not prevent you from having extra security e.g. firewalls on your equipment or customer networks.

20. Due to the nature of the service, you accept that we cannot guarantee the security of the service against unlawful access or use. You should make sure that you have adequate security to prevent unlawful access to or use of the service, access to your computing equipment or disclosure of confidential information.

21. You accept that we do not guarantee the integrity, authentication and confidentiality of the information, files and data (including credit card PIN) you may wish to exchange over the internet.

22. If you are supplied with a network name and password to access the service either by Benington Ltd, or the “site” then you must take all necessary steps to keep that information confidential and secure, use it properly and not exchange, transfer or sell that access code to any third party.

## Other things we may need to do

23. We may monitor and record calls made to the helpdesk. We do this for training purposes and to improve the quality of our helpdesk.

24. Occasionally, for operational reasons we may have to:



- a. interrupt the service and if we do so, we will restore it as quickly as we can;
- b. make minor changes to certain technical specifications, including data-transfer limits associated with the service; or
- c. change the network name and password or disable access if required

## Our responsibility to you

25. Unfortunately, we cannot guarantee that the service will never be faulty.

26. Unless these terms and conditions say otherwise, we have no responsibility (to the extent permitted by law) to compensate you (whether or not we are negligent) for any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the service or inability to use or access the service or a failure, suspension or withdrawal of all or part of the service at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.

27. Unless these terms and conditions say otherwise, we have no responsibility (to the extent permitted by law) to compensate you (whether or not we are negligent) for any indirect or consequential loss or damage whatsoever

28. We do not guarantee that the service will be compatible with your equipment, any software that you may use or your communications network. We cannot guarantee performance of the internet or that you will be able to use the internet. Using the internet is at your own risk.

29. If you are a consumer, nothing in paragraphs 30 to 32 affects your rights under the law relating to faulty or wrongly described service.

30. If any paragraph that limits our responsibility to you is disallowed or is not effective, the other paragraphs will continue to apply.

## Matters beyond our reasonable control

31. Sometimes we may be unable to do what we have agreed because of something beyond our reasonable control, which may include: lightning, flood, severe weather, fire, explosion, terrorist activities, anything done by Government or other competent authority or industrial disputes. There may be other reasons.

too. In these cases, we do not accept responsibility for not providing you with the service.



## If you break this agreement

32. Other than for serious misuse described in paragraph 13, we will normally give you an opportunity to put matters right within a reasonable time if you break this agreement

33. However, if you do not do so, we may suspend or end this agreement for the service. We may also suspend the service or end this agreement for the service if you break any other agreement you have with us and do not put matters right within a reasonable time. If we suspend the service or end this agreement for the service, we will tell you what needs to be done before we reinstate it.

34. Sometimes we may choose to ignore it if you break one of our terms and conditions, or we may choose not to enforce a particular term. But even if we do this, we can still choose to enforce that term or take action because you break that or any other term in the future.

## Refunds

35. We reserve the right to decline refunds if:

- a. the refund is deemed unreasonable
- b. the refund form is incorrectly filled out
- c. the refund form has incorrect information

## Other things we need to tell you

36. We both agree that the terms of this agreement are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

37. Your agreement with us is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.