

# Post Office Terms & Conditions

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE WiFi SERVICES

## 1 Definitions & Interpretation

### 1.1 Definitions

"**Additional Terms**" means any other terms and legal notices posted on the Web Portal which supplement these Terms and Conditions;

"**Agreement**" means these Terms and Conditions together with any Additional Terms;

"**Charges**" Shall have the meaning specified in Clause 11 below;

"**Content**" Shall have the meaning specified in Clause 7.1;

"**Customer**" means you and any other users to whom we provide the Service;

"**Device**" means a mobile device, including mobile phones, tablets and other similar devices;

"**you**" means you the person using the Service wireless ('wifi') network facility and "your" and "yours" shall be construed accordingly;

"**we**" and "**us**" means Arqiva WiFi Limited (Company Number 04414701) (the operator of the WiFi Service in this location) and "our" and "ours" shall be construed accordingly;

"**Web Portal**" means Arqiva website or wap site;

"**Service**" means the provision of wireless access to the internet via the WiFi networks;

"**Service Start Date**" means the date we accept your registration and we start providing the Service to you;

"**our client**" means the company we provide the service on behalf of, (e.g. the hotel, shopping centre, or other establishment where you are connecting from). This is identified on the landing page of our Web Portal and displayed to you when you connect to the Service; and

### 1.2 Interpretation

(a) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

(b) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

(c) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

(d) Any obligation on a party not to do something includes an obligation to not to allow that thing to be done.

(e) Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2 When these Terms and Conditions Begin

2.1 These Terms & Conditions shall commence to have effect when you register with us through our Web Portal and we accept your registration and will continue until ended by you or by us in accordance with these Terms and Conditions. The Service commences on the Service Start Date.

## 3 Scope of the Service

3.1 The Service comprises the provision of wireless network access to the internet, subject to these Terms and Conditions and any Additional Terms.

3.2 By registering with us, you signify that you have read and accepted these Terms and Conditions and any relevant Additional Terms.

3.3 We have been authorised by our client to provide this Service to you. The contract for the provision of the Service is between us and you and our client has no responsibility for the Service.

## 4 Your use of the Service

4.1 The Service is intended for your personal use only and in accordance with these Terms and Conditions. Therefore, you must not re-sell, transfer, assign or sub-license the Service (or any part of it) or pass on your log-in details to anyone else.

4.2 The internet may provide access to content you or others consider harmful or inappropriate to minors, or otherwise offensive. By using the Service, you confirm that you are either older than 18 years or have the permission of your parent or guardian to use the Service.

4.3 You acknowledge that the transmission of information via the internet and via the Service is not secure. We cannot guarantee the security of your data transmitted via the Service and therefore any transmission or use of the Service is entirely at your own risk. We recommend that while using the Service you use an approved secure technology, for example virtual private networking ("VPN") and/or a personal firewall, in particular where you intend to conduct personal or private business over the Service.

4.4 You shall use the Services in accordance with our Acceptable Use Policy and our Fair Use Policy available on our website.



4.5 You must take all reasonable precautions to ensure that neither you nor anyone else using your Device or password details uses the Service, without limitation:

- (a) fraudulently or in connection with a criminal offence or in any way that is illegal or unlawful (you must make sure that this does not happen);
- (b) to send, knowingly receive, upload, download, use any material, or make any calls, that are of menacing character, offensive, abusive, hateful, promote violence, racial hatred, promote illegal activities, or promote discrimination in any way (whether based on race, sex, religion, nationality, disability, sexual orientation or age), cause annoyance, inconvenience, needless anxiety or are intended to deceive or which infringes or breaches copyright, database right, trademark, confidence, privacy or any other rights;
- (c) to impersonate any person or to misrepresent your identity or affiliation with any person;
- (d) to spam or to send or provide unsolicited advertising or promotional materials or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;
- (e) in an unlawful manner, in contravention of any applicable legislation, laws, code of practice, instructions or guidelines issued by a regulatory authority, licence or third party rights;
- (f) in a way we consider is or is likely to be detrimental to the provision of the Service to you or to any other Customers; or
- (g) in a way that does not comply with any instructions that we have given you (including, but not limited, regarding health, security, safety or the quality of the Service).

4.6 You will indemnify Arqiva WiFi against all losses, costs, proceedings, damages, expenses (including reasonable legal costs and expenses) or liabilities howsoever incurred as a result of any claim resulting from your breach of this Clause 4.

## 5 Security & Passwords

5.1 Where we have given you a username and password (or where you have selected one) for you WiFi account you are responsible for keeping these details confidential. You must not share your username and password with anyone.

5.2 You agree:

- (a) to keep your password secure and confidential;
- (b) not to permit others to use your WiFi account;
- (c) not to use other Customers' WiFi accounts;
- (d) to refrain from selling, trading, or otherwise transferring the Service to another party; and
- (e) to refrain from charging anyone for access to the Service, any portion of the Service, or any information therein.

5.3 You acknowledge and agree that you are responsible for anything that happens through your account until you close down your WiFi account, or fully prove to our satisfaction, that your account security was compromised due to no fault of your own.

5.4 If you select a user name or similar identifier for your WiFi account, we reserve the right to remove it or reclaim it if we, at our sole discretion, believe it is illegal, unlawful, offensive, inappropriate or infringing (such as when a trademark owner complains about a user name that does not closely relate to a user's actual name).



## 6 Software

6.1 Where we provide software to you to enable you to use the Services, including backup and computer security services ("Software"), we grant you a non-exclusive, non-transferable licence to use the Software for your use only and solely for purposes of these Terms and Conditions. You use this software at your own risk. You agree to use the Software only in accordance with these Terms and Conditions and with the Software end user licence agreement, which you will be required to accept in order to install the Software.

6.2 You must not re-sell, distribute, rent, transfer, assign or sub-license the Software to anyone else. You may make one copy of the Software for back up purposes. You may not adapt, transmit, distribute externally, play or show in public, broadcast or publish any part of the Software. Except as permitted by applicable law or as expressly permitted under these Terms and Conditions you must not copy, de-compile or modify the Software (in whole or in part), or copy the manuals or documentation (in whole or in part).

6.3 We may offer updates or modifications to the Software or documentation and we will notify you applicable charges for such updates or modifications (if any) at the time we offer them to you.

## 7 The Content

7.1 As part of, or in addition, to the Service, we may provide you with data, information, graphics, software or any other material ("Content"):

- (a) Any Content we provide with the Service will be subject to this Agreement and may also be subject to terms and conditions from the publishers or developers of the Content, which will usually be displayed online. If you access any Content you will need to comply with all the terms.
- (b) The Content we provide to you is provided on an "as is" basis and "as available" basis. Although we take precautions, we cannot guarantee the accuracy or completeness of the Content and accordingly your use of the Content (for whatever purpose) is at your own risk.
- (c) The Content can only be used for your own purposes and is protected by copyright, trade mark and other intellectual property rights. You are not allowed to copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content.
- (d) The Content might change from time to time.

7.2 The internet is separate from the Service and your use of the internet is at your own risk and subject to any applicable laws. We have no responsibility for any goods, services, information, software, or other materials you obtain when using the internet (the "internet Content").

## 8 Equipment

8.1 You will ensure that any equipment you attach (directly or indirectly) to the Services (i) is sufficiently updated; and (ii) has sufficient capacity and is technically compatible with the Services. You will also ensure that your use of the Services does not breach any relevant legislation or telecommunications industry standards.



8.2 Unless we confirm otherwise to you in writing, you are only entitled to have three different items of equipment registered to use the Service at any time.

## 9 Warranties

9.1 Other than as expressly set out in these Terms and Conditions and to the greatest extent permitted by law, Arqiva WiFi makes no representations or warranties with respect to the speed, bandwidth quality and reliability of the internet connection made available to you by means of the Service, accuracy, completeness, reliability or usefulness of the Service, of information, Software or Content distributed through the Service, or the performance of its obligations hereunder, and we expressly disclaim all warranties and conditions or representations of any kind, whether express, statutory, or by common law, implied or otherwise, including, but not limited to, implied warranties of satisfactory quality or fitness for a particular purpose.

9.2 Furthermore, we make no warranty regarding any goods or services or the delivery of any goods or Services purchased or obtained through or from the Service or advertised through the Service, or regarding any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you via the Service shall create any warranty not expressly stated herein.

9.3 We neither warrant nor represent that your use of the Service will not infringe the rights of third parties.

9.4 In particular, but without prejudice to the generality of this Clause 9, you acknowledge and accept that:

- (a) Arqiva WiFi does not warrant that the Services will be available at any particular time or continuously;
- (b) Arqiva WiFi is not the internet service provider ("broadband provider") by means of whose broadband service you will be connected to the internet and that you will not hold us responsible for the availability or quality (including but not limited to download and upload speeds, bandwidth and reliability) of your internet connection; and
- (c) Arqiva WiFi is not responsible for any loss of or disruption to the Services due to failure of a carrier network or broadband provider.

9.5 You warrant to us that:

- (a) you have the authority to enter into these Terms and Conditions; and
- (b) you will comply with any legal and regulatory requirements applicable to the Service provided under these Terms and Conditions.

## 10 Limitations and Exclusions

10.1 The applicable laws in some jurisdictions may not allow the limitation or exclusion of liability in contracts with consumers and therefore all or part of this Clause 10, may not apply to you. For instance, if you are a consumer, the terms of these Terms and Conditions will not affect any of your statutory rights which you have, which cannot be excluded by these Terms and Conditions.



10.2 The Service is provided on as "as is" basis and "as available" basis. We do not make any warranty that the Service will be uninterrupted, timely, secure, or error free, or that Software defects will be corrected or that the Web Portal or the server that makes it available is free of viruses or other harmful components.

10.3 We disclaim, without limitation, all liability for identity theft or any other misuse of your identity or information.

10.4 Nothing in these Terms and Conditions shall exclude or in any way limit Arqiva WiFi's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent that it may not be excluded or limited as a matter of law.

10.5 Subject to Clause 10.4, Arqiva WiFi shall not be liable under, or in connection with, these Terms and Condition, for:

- (a) loss of income;
- (b) loss of business profits or contracts;
- (c) business interruption;
- (d) loss of the use of money or anticipated savings;
- (e) loss of information;
- (f) loss of opportunity, goodwill or reputation;
- (g) loss of, damage to or corruption of data;
- (h) cost of procurement of substitute goods or services;
- (i) any indirect, special or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;
- (j) loss that result from the use or the inability to use the Service, from any changes to the Service, or from unauthorised access to or alteration of your transmissions or data; or
- (k) other intangibles (even if we have been advised of the possibility of such damages) that result from the use or the inability to use the Service, from any changes to the service, or from unauthorised access to or alteration of your transmissions or data.

10.6 Each of the Sub-clauses 10.5(a) to 10.5(k) shall be deemed to be independent of the others.

10.7 Subject to Clause 10.4 and 10.5 Clause, Arqiva WiFi's maximum aggregate liability under or in connection with these Terms and Conditions, whether in contract, tort (including negligence) or otherwise, shall be limited to £1,000 for one claim or a series of related claims within a period of 12 months.

10.8 Although we attempt to provide you with a good service, we cannot guarantee that the Service will never be faulty or that the Service will be available. However, we will use reasonable endeavours to correct reported faults as soon as we reasonably can. In addition, please note that we may need to temporarily suspend the Service for operational reasons (e.g. for repairs, planned maintenance or upgrades).

10.9 You acknowledge and agree that we shall have no liability to you for internet Content or Content within the Service that may be found to be offensive or otherwise objectionable.





10.10 You agree that we are not responsible for any loss or corruption of data that results from the download of material from the Service, network or system outages, file corruption or where content or attachments that we consider are inappropriate or harmful are deleted or not transferred; (although we have no obligation to delete such material).

10.11 You understand and agree that not all viruses or similar harmful programs can be detected or prevented.

10.12 We do not have any liability of any sort (including liability for negligence) for the acts or omissions of providers of telecommunication services or for faults in or failures of their networks and equipment.

10.13 For the purposes of Clause 9 and 10 we include our directors, employees, sub-contractors and suppliers. You acknowledge that our directors, employees, sub-contractors and suppliers shall have the benefit of the limits and exclusions of liability set out in these clauses in terms of the Contracts (Rights of Third Parties) Act 1999. Nothing in these Terms and Conditions shall exclude or limit liability for fraudulent misrepresentation.

10.14 You are at all times under a duty to mitigate any losses suffered by you.

## 11 Charges

11.1 Our Service or the Content we provide to you is free of charge.

## 12 Data Protection

12.1 Arqiva WiFi operates in accordance with the Data Protection Act 1998 and in accordance with Arqiva WiFi 'Privacy Policy' available on our website. You are also required to comply with applicable data protection legislation.

12.2 By registering for the Services you consent to us using and/or disclosing your personal information for the following purposes:

- (a) processing your registration;
- (b) providing or arranging for third parties to provide customer care/help desk facilities if you seek such support from us (which may involve disclosing your information to third parties solely for those purposes);
- (c) for complying with our regulatory obligations arising from applicable legislation and/or codes of practices, for which we may monitor and record telephone conversations with you;
- (d) retaining all or part of your personal data or any data we collect from you and disclosing it to a regulator (e.g. Ofcom or the Information Commissioner Office), a court, or to a public body to comply with any regulatory, government or legal requirement; and
- (e) communicating information that describes the habits or usage patterns and/or demographics of the whole or a part of our customer base (including you) but which is anonymous and does not describe or reveal the identity of any particular customer to any third party.
- (f) to our client in line with the Arqiva WiFi 'Privacy Policy', available by clicking the link above.

12.3 Where applicable, we shall be entitled to make your name, current location, address and telephone number available to the emergency services.



## 13 Termination and Suspension

13.1 Arqiva WiFi may suspend the Service or terminate this Agreement immediately by written notice (including by email or text message) to you if:

- (a) you commit a material or persistent breach of this Agreement (which, for the avoidance of doubt includes breaches of our Acceptable Use Policy and our Fair Use Policy);
- (b) you breach any other term or condition of this Agreement that is not a material or persistent breach and fail to remedy that breach within three (3) calendar days of being asked to do so by us;
- (c) we suspect that the Service is being used in breach of Clause 4, even if you do not know that the Service is being used in such a way;
- (d) we have good reason for believing that any information you have given us is false or misleading;
- (e) we are told to do so by the government or other regulator or the emergency services or if we are no longer able to provide you with the Service; or
- (f) you have not used the Services for more than 6 months.

We may, in sole our discretion, restore the Service when you satisfy us that you will only use the Service in accordance with this Terms and Conditions and with our instructions.

13.2 In the event that there is an unusual use of the Service, we may suspend access to the Service to protect you. Where possible, we will try to contact you before we suspend the Service.

## 14 Effects of Termination

14.1 On termination of these Terms and Conditions:

- (a) any licence granted to you by Arqiva WiFi or by its licensors shall immediately cease, you must immediately stop using the Service; and
- (b) you will immediately pay any outstanding invoices. We will refund any money owed to you, after first deducting any amounts you owe to Arqiva WiFi under these Terms and Conditions or under any other agreement that Arqiva WiFi has with you.

14.2 The termination of these Terms and Conditions for whatever cause shall not affect any provision of these Terms and conditions which is expressed or by implication intended to survive or operate in the event of termination of these Terms and conditions.

## 15 Force Majeure

15.1 Arqiva WiFi will not be liable to you for any failure to deliver the Service or for any breach by it of these Terms and Conditions, where such failure or breach is due to a reason outside the reasonable control of Arqiva WiFi, including, but not limited to lightning, exceptionally severe weather, fire, explosion, war, industrial disputes, act of terrorism, government action or regulation or national or local emergency. If such failure to deliver continues for more than 3 days after the commencement of such failure, then either party may terminate these Terms and Conditions on notice in writing to the other party.





## 16 Third Party Rights

16.1 Other than as set out in Clause 10.13, the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions and no person other than Arqiva WiFi and you shall have any rights under it. The terms of these Terms and Conditions or any of them may be varied, amended or modified or these Terms and Conditions may be suspended, cancelled or terminated by agreement in writing between the parties, or these Terms and Conditions may be rescinded (in each case), without the consent of any third party, Law and jurisdiction.

## 17 Waiver

17.1 If we fail, at any time during the term of this Agreement, to insist upon strict performance of any of your obligations under these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms and Conditions, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

17.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

17.3 No waiver by us of any of the terms and conditions of this Agreement shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## 18 Entire Agreement

18.1 This Agreement and any document expressly referred to in it represents the entire agreement between us and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

## 19 Notices

19.1 Any notice under this Agreement, whether required to be written or otherwise, may be given by us to you by post, personal service or e-mail, to any address, e-mail address or phone number you have given us to correspond with you, or by posting it on our Website Portal.

19.2 You must give notices to us by post or personal service, fax or email sent to:

Customer Services  
Arqiva WiFi Limited  
One Park Lane, Hemel Hempstead, Herts, HP2 4YJ

FAX: 01442 261001

Email: [wificustomerservices@arqiva.com](mailto:wificustomerservices@arqiva.com)

19.3 Notice will be deemed received and properly served immediately when posted on our website, twenty-four (24) hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.



## 20 Changing these Terms & Conditions

20.1 Arqiva WiFi shall be entitled to change these Terms and Conditions (including the charges) at any time and will publish any change in line with Clause 20.

20.2 Unless otherwise stated by us, we will publish any changes to these Terms and Conditions (including the charges) online at [www.arqiva.com](http://www.arqiva.com) as follows:

- (a) for changes that are to your significant detriment, at least one month before the change is to take effect; and
- (b) for all other changes at least one day before the change is to take effect.

## 21 Complaints

21.1 We make every effort to ensure that our customers are happy with the level of service they receive from us. However, despite our best efforts, things can go wrong. We take customer complaints very seriously and aim to resolve them quickly and efficiently. If you have a complaint about any part of our service, please contact our customer service team or refer to our complaints code of practice posted on our website. You can also request a copy from our customer service team.

## 22 Jurisdiction

22.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England.

22.2 The parties irrevocably agree that the courts of England and Wales have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Notwithstanding this, you agree that Arqiva WiFi shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

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