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WiFi Access Terms & Conditions

Version 1.1

Updated 18th March 2025

This agreement sets out the terms and conditions on which wireless Internet Service ("the Service") is provided to you as a Tenant ("you") in a property that is owned and managed by Boswell Living Limited ("us") in consideration of your custom, your agreement to these terms and conditions.

1. Extent of Service

- a. We do not recommend in particular the use of any websites (or other Internet related Services) ("Internet Services") and your use of the Internet Services is carried out entirely at your own risk.
- b. We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any Services are error and virus free.
- c. We have no responsibility for, or control over, the information you transmit or receive via the Service.
- d. Save for the purposes of the network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive¹.
- e. We do not guarantee:
 - i. The availability of the Service;
 - ii. The speed at which information may be transmitted or received via the Service; or
 - iii. That the Service will be compatible with your equipment or any software you may use.
- f. We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords and other security information necessary to access the Service.

2. Your Use of the Service

- a. You must not use the Service or access Internet Services, or send or receive emails which:
 - i. Are defamatory, threatening, intimidating or which could be classed as harassment;
 - ii. Contain obscene, profound, abusive language or material;
 - iii. Contain pornographic material (that is text, pictures, films, video clips or a sexual or arousing nature);
 - iv. Contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation.
 - v. Contain material which infringe third party's rights (including intellectual property rights);

¹ Civil and criminal liability can arise from monitoring content or interception of e-mails and extreme care should be taken to ensure that this does not happen.



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- vi. In our reasonable opinion may adversely affect the manner in which we carry out our business; or
- vii. Are otherwise unlawful or inappropriate.
- b. Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of the work has authorised its use by you.
- c. We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any of the provisions of this agreement including but not limited to 2a. and 2b. above.
- d. We recommend that you do not use the Service to transmit or receive any confidential information or data and should you choose to do so entirely at your own risk.
- e. The Service is intended for consumer use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 4b. below.

3. Child Supervision (where applicable)

- a. We are concerned about the safety and privacy of our users, particularly children. Parents who wish to allow their children access to and use of the Website/Services should supervise such access and use. By allowing your child access to the Services you are allowing your child access to all of the Services, including email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities. It is therefore your responsibility to determine which Services are appropriate for your child. Always use caution when revealing personally identifiable information about yourself or your children via any of the Services.

4. Criminal Activity

- a. You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any state throughout the world.
- b. You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.
- c. You agree and acknowledge that we may keep a log of the Internet Protocol ("IP") addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address.
- d. You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have (whether pursuant to clause 2c. or otherwise), and are entitled to provide by law, to law enforcement authorities or rights-holders.

5. Our Use of your Information

- a. Subject to clauses 4c. and 4d. above we confirm that we shall use the contact details you provide to us solely for the purposes of contacting you with information and updates relating to our business.



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- b. We have a Privacy Notice or Tenants, Residents and Guarantors which is available on request.

6. Other Terms

- a. 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 breach of these terms and conditions, and in particular clause 2a., 2c. and 4a. above.
- b. Whilst we do not seek to limit our responsibility for fraudulent misrepresentation or if you are injured or die as a result of our negligence 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.
- c. This agreement is governed by the law of England