

Policy Title:	Acceptable Use Policy For Hospital Wi-Fi Services
Policy Group:	Information Governance and Administration
Policy Owner:	Information Services Manager
Issue Date:	1 September 2020
Review Period:	2 years
Next Review Due	1 September 2022
Author:	Simon Burchell
Cross References:	Information Governance Policy Mobile Computing and Social Media Policy Customer Services Policy Staff Handbook D4-7
How implementation will be monitored:	Evaluation report to Management Team
Sanctions to apply for breach:	Informal and/or Formal Warning Withdrawal of service Legal proceedings Disclosure to law enforcement authorities
Computer File Ref.	O: risk management\policies\ information governance and administration
Policy Accepted by MT	2 nd September 2020
Sign-off by CEO	

Statement of Purpose

This Acceptable Use Policy ("Policy") covers the WiFi service at Holy Cross Hospital, Hindhead Road, Haslemere, Surrey, and whose registered office is at 29 Tite Street, Chelsea, London, SW3 4JX.

The Policy applies to all users of our WiFi wireless communication services and to all our internet related services (together the "Services"). The restrictions included in this Policy are in addition to the restrictions included in our Information Governance Policy, Mobile Computing and Social Media Policy, the Staff Handbook sections D4-D7 and Public Wi-Fi Terms of Use. Your use of our Service means that you accept, and agree to abide by the terms and policies referred to above (including this Policy).

Policy statement

Holy Cross Hospital provides Wi-Fi throughout the main hospital building, St. Hugh's Education Centre, the Physiotherapy Centre and Staff Residence. This transmits four Wi-Fi Service Set

Identifiers (SSIDs): Holy Cross LAN, Holy Cross And, Holy Cross Public, HCHward and Holy Cross Ed Centre.

The Holy Cross Public wi-fi service is provided free of charge in accordance with public wi-fi terms and conditions, for the use of patients, visitors and staff. Holy Cross Hospital reserves the right to charge for this service in the future. In such event, we will provide advance notice via the Wi-Fi service landing page, and give users an opportunity to subscribe to this Service. We reserve the right to change the terms of this Agreement or to modify any features of this Service at any time. Any person may use the Holy Cross Public wireless Internet connection provided from Holy Cross Hospital premises providing they have obtained the public wireless access key, which will be made available to staff and visitors at Reception, and they accept the terms and conditions by clicking through the splash page.

HCHward is provided free of charge in accordance with public wi-fi terms and conditions, for the use of inpatients only; it only transmits on St. Mary's Ward and St. Anthony's Ward. Holy Cross Hospital reserves the right to charge for this service in the future. In such event, we will provide advance notice via the Wi-Fi service landing page, and give users an opportunity to subscribe to this Service. We reserve the right to change the terms of this Agreement or to modify any features of this Service at any time. In order to bypass technical difficulties of connecting to wi-fi with smart TVs and other appliances, there is no splash page. The patient or their nominated representative shall be issued with the terms and conditions and a copy of this policy, and sign indicating their acceptance.

Holy Cross Ed Centre is provided free of charge in accordance with public wi-fi terms and conditions, for the use of attendees of training events, and only transmits in St. Hugh's Education Centre during scheduled events. Holy Cross Hospital reserves the right to charge for this service in the future. In such event, we will provide advance notice via the Wi-Fi service landing page, and give users an opportunity to subscribe to this Service. We reserve the right to change the terms of this Agreement or to modify any features of this Service at any time. The Holy Cross Ed Centre wireless access key is made available to attendees in the event venue.

The Holy Cross Hospital LAN service is as an extension of network access to authorised users, in accordance with LAN Wi-Fi terms and conditions. Holy Cross Hospital reserves the right to change the terms of this Agreement or to modify any features of this Service at any time. Authorised network users may use the wireless LAN connection provided from Holy Cross Hospital premises on approved Hospital equipment providing they have obtained the confidential wireless access key, which will be made available to specific staff only by the Information Services Manager, or in his absence from the Learning & Development Coordinator acting as his deputy.

Changes to the Acceptable Use Policy

We may revise this Policy at any time by posting the updated version of the Policy. You are expected to check this Policy from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this Policy may also be superseded by provisions or notices published elsewhere.

Equality and Diversity

This policy has been reviewed for adverse impact on people with protected characteristics within the meaning of the Equality Act 2010 and no such impact was found.

A. Public Wi-Fi

1. Use of the Public Wi-Fi service

- 1.1. Access to internet via the public Wi-Fi service will be provided to all patients, visitors and staff.
- 1.2. If you breach any of these terms and condition of use, your permission to use this service will be terminated.
- 1.3. No software or hardware support is provided to a user beyond that stated in the 'Public Wi-Fi guidance notes'
- 1.4. It is the user's responsibility to ensure the device used to access this service has an appropriate level of security and protection against malicious means. Anti-virus provision is the responsibility of the user.
- 1.5. It is not acceptable to use the Wi-Fi connection for any of (but not limited to) those uses listed in Section 7 Prohibited Activity.
- 1.6. Illegal or unlawful violations of these conditions or activities resulting in loss or damage to the Holy Cross Hospital may be referred for legal action or to the police.
- 1.7. It is preferable for misuse to be prevented and Holy Cross Hospital reserves the right to take appropriate measures to monitor your use of this service.
- 1.8. Holy Cross Hospital reserves the right to block access from individual devices, or to specific websites, if the Hospital believes that the device, or website, is in breach of these terms.

2. Disclaimer

- 2.1. Holy Cross Hospital cannot accept any liability for any loss or damage that may result to you or any third parties from the use of this service, including, (but without limitation) any direct, indirect, punitive or consequential loss or damages, loss of income, profits, goodwill, data, contracts, use of money, loss or damages arising from or connected in any way to business interruption whether in tort, contract or otherwise.
- 2.2. No liability is accepted for any inaccuracies in the information provided through this medium.
- 2.3. Holy Cross Hospital cannot accept any responsibility for transactions carried out by the public.
- 2.4. Holy Cross Hospital shall not exclude or limit liability for:
 - 4.4.1. Death or personal injury caused by negligence (as defined in the Unfair Contract Terms Act 1977);
 - 4.4.2. Fraud;
 - 4.4.3. Misrepresentation as to a fundamental matter; or
 - 4.4.4. Any liability which cannot be excluded or limited under applicable law.

5. Privacy Policy

- 5.1. All personal data submitted by users of the service will be processed in accordance with the principles of the General Data Protection Regulation, the Data Protection Act 2018, and in line with our Information Governance Policy.
- 5.2. The proprietor of this service is Holy Cross Hospital of Hindhead Road, Haslemere, Surrey, GU27 1NQ. Holy Cross Hospital is registered as a data controller with the Office of the Information Commissioner under The Congregation of the Daughters of the Cross of Liege, with a registration number Z638025X.

6. General

- 6.1. If any provision (or part of a provision) of these terms and conditions are found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would

be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the intention of Holy Cross Hospital.

- 6.2. The headings in these terms and conditions are inserted only for convenience and shall not affect its construction.
- 6.3. Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.
- 6.4. These terms and conditions are governed by and construed in accordance with English Law. Any dispute arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English Courts.

7. Prohibited Uses

You may use our Services only for lawful purposes. You may not use our Services, without limitation, to do anything that includes storing, sending or distributing:

- 7.1. the creation, transmission, downloading or printing of any offensive, obscene, pornographic or indecent images, data or other material, or any data capable of being resolved into sexually explicit, pornographic or indecent images or material;
- 7.2. the creation, display or transmission of material which is designed or likely to cause annoyance, inconvenience, offense, unnecessary anxiety, threats or the promotion of violence;
- 7.3. using the service in an immoral or improper manner including to make or send menacing, nuisance or hoax communications;
- 7.4. the creation, display, downloading or transmission of defamatory or discriminatory material especially anything likely to promote religious or racial hatred, unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability;
- 7.5. the transmission or downloading of anything other than copyright free material;
- 7.6. To transmit, or procure the sending of, any unsolicited or unauthorised commercial, advertising or promotional material or any other form of similar solicitation (spam), in breach of the Privacy and Electronic Communication Regulations 2003 or otherwise;
- 7.7. deliberate unauthorised access (i.e. "hacking") to any facilities or services accessible on the Holy Cross Hospital network;
- 7.8. the viewing of live TV broadcasts via WiFi is permitted in the main Hospital, including public areas such as Reception, Patients' Activities, Wards and Ward lounges. The Nurses Residence is not licensed for public TV, and residents must make their own provision for TV licenses in order to stream live TV.
- 7.9. the Hospital makes no guarantee of minimum internet connection speed, or quality of streamed electronic media. The Hospital reserves the right to limit ("throttle") connection speed if individual usage is adversely affecting other users of the service.
- 7.10. deliberate activities with any of the following characteristics:
 - 7.10.1. attempting to introduce a computer virus
 - 7.10.2. attempting to corrupt or destroy data
 - 7.10.3. disrupting the work of other users
 - 7.10.4. wasting staff time e.g. unauthorised tampering with hardware or software
- 7.11. To do any other act or thing which is unlawful, illegal, fraudulent (or has any unlawful or fraudulent purpose or effect) or is otherwise prohibited under any applicable law or which is in breach of any code, standard or content requirement of any other competent authority (or which is likely to be), including material and/or content which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or

criminal proceedings (or encourages conduct that would constitute a criminal offence or give rise to civil liability);

- 7.12. to commit an offence under the Computer Misuse Act 1990 (as amended);
- 7.13. to use the Service in a manner which may damage Holy Cross Hospital's reputation.
- 7.14. confidential information, copyright material, trademarks, trade secrets or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so, or that in any way breaches a third party agreement (including but not limited to a non-disclosure agreement) or obligation;
- 7.15. any content or material, which interferes with other users of any of our Services (or may do so) or restricts or hinders any person from accessing, using or enjoying the internet, our Services, our network or systems (or the networks or systems of our suppliers);
- 7.16. To access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network or to violate the privacy, publicity or other personal rights of others or to impair the privacy of communications;
- 7.17. To compromise the security, tamper with, hinder the operation of or make unauthorised modifications or integrity of any network or system including, but not limited to, our network or systems or to cause technical disturbances to our network;
- 7.18. To knowingly transmit any data, send or upload 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;
- 7.19. To forge header information, email source address or other user information or use another person's name, username or password or otherwise attempt to gain access to the account of any other customer;
- 7.20. To resell the Service (whether for profit or otherwise).

In any way that:

- 7.21. degrades or interferes with other users' use of any of our Services (or may do so) or disrupts or interfere with our network or Service or cause a host or the network to crash;
- 7.22. breaches any applicable local, national or international law, regulation or code of practice (including export control laws or regulations);
- 7.23. contravenes generally accepted standards of internet or other networks conduct and usage, including but not limited to denial of service attacks, web page defacement, port or network scanning and unauthorised access to systems;
- 7.24. attempts to avoid incurring charges or to avoid otherwise being required to pay for such usage;
- 7.25. harms or attempts to harm minors in any way;
- 7.26. To assist, encourage or permit any persons in engaging in any of the activities described in this section. If you become aware of any such activities, you must immediately notify Holy Cross Hospital and take all other appropriate actions to cause such activities to cease.

(Section 7 is collectively referred to as the "Prohibited Uses").

8. Suspension and Termination

- 8.1. We will determine, in our sole discretion, whether there has been a breach of this Policy through your use of our Services. When a breach of this Policy has occurred, we may take such action as we deem appropriate.
- 8.2. Failure to comply with this Policy constitutes a material breach of any of our terms and conditions covering the Services that we are providing to you upon which you are permitted

to use our Services, and may result in Holy Cross Hospital taking all or any of the following actions:

- 8.2.1. Issue of a warning to you.
- 8.2.2. Immediate, temporary or permanent withdrawal of the Services.
- 8.2.3. 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.
- 8.2.4. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary
- 8.3. We exclude liability for actions taken in response to breaches of this Policy. The responses described in this Policy are not limited, and we may take any other action we reasonably deem appropriate.
- 8.4. We will exercise the reasonable discretion and judgment that the administration of this Policy requires.

B. Use of the Holy Cross Hospital network via LAN Wi-Fi

The internal Hospital network is available via Wi-Fi. The Wi-Fi ID is **Holy Cross LAN**. This should be visible from the network settings of any wireless-enabled device.

Using the wireless key will allow normal network access for the approved user. All network drives will be accessible as usual on Windows systems, as will the internet. The wireless key is confidential and should never be handed on. It should be treated as a confidential personal password.

- Activity on Holy Cross LAN is monitored regularly.
- The Holy Cross LAN wireless key must only be used on Hospital equipment. You must not use the Holy Cross LAN on personal Wi-Fi enabled devices. For personal devices, the Holy Cross Hospital Public Wi-Fi ID is available.
- If non-Hospital equipment becomes visible on the Holy Cross LAN wireless ID, it will be locked out.
- Ensure that your portable Wi-Fi enabled device is password-locked when unattended.
- Remember that your Wi-Fi enabled device is a gateway to confidential Hospital information.
- The Information Services Manager must be informed in the event of loss or theft of a Wi-Fi enabled device using Holy Cross LAN, so that network access from that device may be blocked.
- If it is suspected that the Holy Cross LAN Wi-Fi key has been inappropriately shared, the Information Services Manager must be informed immediately so the key may be changed. In addition, an incident report form must be completed and passed to the Information Services Manager in accordance with the reporting procedure in the Information Governance Policy.
- Wi-Fi allows the use of the Holy Cross network from locations to which members of the public have access, such as Reception, the Staff Dining Room, Ward lounges and corridors. Be aware of your surroundings when viewing confidential information, and close your screen if necessary (physically, or by commanding the device to lock).
- Sections D4-D7 of the Staff Handbook cover use of Hospital computer equipment, email, internet and confidentiality. Network users are expected to be familiar with these working policies and practices.
- Network users should also familiarise themselves with the Information Governance Policy and the Mobile Computing and Social Media Policy.