Acceptable Use Policy For Hospital Wi-Fi Services

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1. Introduction

This Acceptable Use Policy for Wi-Fi outlines the guidelines and responsibilities for all users to ensure the safe, secure, and respectful use of our wireless network. By accessing this service, you agree to adhere to this policy, which is designed to protect patient confidentiality, maintain network integrity, and promote a positive environment for caregivers, patients, and visitors. Please read this document carefully and contact the Information Services Manager if you have any questions or require further assistance.

2. Purpose

The purpose of this Policy is to establish clear guidelines and standards for users to ensure the secure, responsible, and appropriate use of the network. It aims to protect sensitive data, prevent misuse or abuse of the service, maintain network performance, and ensure compliance with legal and organisational requirements. By setting these boundaries, the policy helps safeguard the Hospital's digital environment and minimises the risk of security breaches or other operational issues.

3. Objectives of this Policy

The objectives of this Policy are to ensure the secure, responsible, and efficient use of the network by caregivers, patients, and visitors; to protect sensitive patient data and maintain confidentiality; to prevent unauthorised access, misuse, or cyber threats that could compromise hospital operations; to promote compliance with relevant legal and regulatory requirements; and to foster a safe and respectful environment that supports high-quality healthcare delivery. Ultimately, the policy aims to balance accessibility with security, ensuring that the Wi-Fi service supports the Hospital's mission while safeguarding its digital infrastructure.

4. Policy Statement

Holy Cross Hospital provides multiple Wi-Fi services across its facilities—including the main hospital building, St. Hugh's Education Centre, the Physiotherapy Centre, and Staff Residence—each with designated Service Set Identifiers (SSIDs), to support the needs of patients, visitors, caregivers, and authorised personnel. The public Wi-Fi services are offered free of charge in accordance with specified terms and conditions, with the hospital reserving the right to introduce charges in the future, subject to prior notice via the landing page. Access is granted through a publicly available Wi-Fi key, and users accept the terms by engaging with the splash page or directly connecting, depending on the service. Ward Wi-Fi is provided exclusively for inpatients on St. Mary's and St. Anthony's Wards, also free of charge; similarly, the Education Centre Wi-Fi supports trainers and delegates during scheduled events, and the hospital retains the right to modify or charge for all these services with appropriate advance notice. The hospital's LAN Wi-Fi extension is available solely to authorised users on approved hospital equipment, who are provided with a confidential access key by the Information Services Manager. Holy Cross Hospital reserves the right to amend this policy, update terms and conditions, and modify service features at any time to ensure security, operational efficiency, and compliance with applicable regulations.

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5. Scope

This Acceptable Use Policy for Wi-Fi ("Policy") covers the Wi-Fi service at Holy Cross Hospital, Hindhead Road, Haslemere, Surrey, and whose registered office is at St Joseph's Convent, 3 Buttner Road, Worcester Park, Surrey, KT4 8FY.

The Policy applies to all users of our Wi-Fi 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, 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).

6. Responsibilities

The Information Services Manager oversees the Wi-Fi services with the support of Virtual IT, line managed by the Director of Finance.

7. Definitions

Wi-Fi is a technology that allows electronic devices to connect to the internet or communicate with each other wirelessly within a local area using radio waves.

A Local Area Network (LAN) is a group of interconnected computers and devices within a limited area, such as a building or site, that can communicate and share resources like files and printers efficiently.

An SSID (Service Set Identifier) is a unique name that identifies a Wi-Fi network, allowing devices to connect to the correct wireless network within a range.

A browser landing page is the first webpage a user encounters after clicking a link, advertisement, or search result, designed to introduce the visitor to specific content.

A Wi-Fi splash page is a web page that appears automatically when users connect to a public or restricted Wi-Fi network, often requiring them to agree to terms of service, log in, or provide information before gaining full internet access.

8. Policy

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, HCH Kitchen 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 caregivers. 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 caregivers and visitors at Reception, and they accept the terms and conditions by clicking through the splash page.

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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.

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 Hospital 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 Caregivers only by the Information Services Manager.

9. Regulatory Requirements

The use of the internet is primarily governed by the laws and regulations that address data protection, privacy, and online conduct. Key legislation includes the Data Protection Act 2018, which incorporates the UK's implementation of the General Data Protection Regulation (GDPR), regulating the handling of personal data. The Computer Misuse Act 1990 addresses cybercrimes such as hacking and unauthorized access. Additionally, the Regulation of Investigatory Powers Act 2000 (RIPA) and the Investigatory Powers Act 2016 regulate surveillance and lawful interception. The Communications Act 2003 and the Malicious Communications Act 1988 also cover online offensive or harmful content. Organisations must comply with these laws to ensure lawful and ethical internet use.

10. Evaluation Measures

Evaluation measures include regular audits of network activity to identify unauthorised or inappropriate use, monitoring user compliance through logs and reports, tracking the number of security incidents or breaches related to Wi-Fi misuse, and conducting periodic reviews to ensure the policy remains relevant and effective in addressing evolving technological and organisational needs. These measures help ensure the policy promotes secure, responsible, and compliant use of Wi-Fi services within the organisation. Automated reports of Wi-Fi usage are generated and reviewed every month. LAN Wi-Fi usage is reviewed weekly.

This policy will be reviewed every three years.

11. Related Documents
- Information Governance Policy
- Mobile Computing, Bring Your Own Device and Social Media Policy

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- Public Wi-Fi Terms of Use

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12. Appendices

APPENDIX 1 – 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 caregivers.
   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 activity. 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 5 Prohibited Uses.
   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:
      2.4.1. Death or personal injury caused by negligence (as defined in the Unfair Contract Terms Act 1977);
      2.4.2. Fraud;
      2.4.3. Misrepresentation as to a fundamental matter; or
      2.4.4. Any liability which cannot be excluded or limited under applicable law.

3. **Privacy Policy**
   3.1. 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.
   3.2. 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.

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4. **General**

4.1. 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.

4.2. The headings in these terms and conditions are inserted only for convenience and shall not affect its construction.

4.3. 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.

4.4. 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.

5. **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:

5.1. 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;

5.2. 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;

5.3. using the service in an immoral or improper manner including to make or send menacing, nuisance or hoax communications;

5.4. 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;

5.5. the transmission or downloading of anything other than copyright free material;

5.6. 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;

5.7. deliberate unauthorised access (i.e. "hacking") to any facilities or services accessible on the Holy Cross Hospital network;

5.8. 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.

5.9. 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.

5.10. deliberate activities with any of the following characteristics:

5.10.1. attempting to introduce a computer virus

5.10.2. attempting to corrupt or destroy data

5.10.3. disrupting the work of other users

5.10.4. wasting caregiver time e.g. unauthorised tampering with hardware or software

5.11. 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

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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);

5.12.   to commit an offence under the Computer Misuse Act 1990 (as amended);

5.13.   to use the Service in a manner which may damage Holy Cross Hospital's reputation.

5.14.   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;

5.15.   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);

5.16.   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;

5.17.   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;

5.18.   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;

5.19.   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;

5.20.   To resell the Service (whether for profit or otherwise).

In any way that:

5.21.   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;

5.22.   breaches any applicable local, national or international law, regulation or code of practice (including export control laws or regulations);

5.23.   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;

5.24.   attempts to avoid incurring charges or to avoid otherwise being required to pay for such usage;

5.25.   harms or attempts to harm minors in any way;

5.26.   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 5 is collectively referred to as the "Prohibited Uses").

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6. **Suspension and Termination**

   6.1. 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.

   6.2. 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:

      6.2.1. Issue of a warning to you.

      6.2.2. Immediate, temporary or permanent withdrawal of the Services.

      6.2.3. 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.

      6.2.4. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary

   6.3. 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.

   6.4. We will exercise the reasonable discretion and judgment that the administration of this Policy requires.

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APPENDIX 2 - 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).
- Network users should also familiarise themselves with the Information Governance Policy and the Mobile Computing, Bring Your Own Device and Social Media Policy. . Network users are expected to be familiar with these working policies and practices.

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APPENDIX 3 – Equality Impact Assessment (EIA) Tool

Acceptable Use Policy for Wi-Fi		Yes/No	Comments
	Does the policy/guidance affect one group less or more favourably than another on the basis of:		
	Race	No	
	Gender reassignment	No	
	Marriage & civil partnership	No	
	Pregnancy & maternity	No	
	Ethnic origins (including gypsies and travelers)	No	
	Nationality	No	
	Sex	No	
	Culture	No	
	Religion or belief	No	
	Sexual orientation	No	
	Age	No	
	Disability- both mental and physical impairments	No	
2.	Is there any evidence that some groups are affected differently?	No	
3.	Is the impact of the policy/guidance likely to be negative?	No	
4.	If so, can the impact be avoided?	N/A	
5.	What alternatives are there to achieving the policy/guidance without the impact?	N/A	
6.	Can we reduce the impact by taking different action?	N/A	
7.	If you have identified potential discrimination, are any exceptions valid, legal and/or justifiable?	N/A	

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