
Terms of Use for WiFi at LBA

14 November 2023

1. WHEN THESE TERMS APPLY

- 1.1. We are pleased to offer complimentary WiFi access at the Airport (in the terminal and our Lounges), so you'll be able to surf the web from your laptop, mobile phone or tablet for free.
- 1.2. Unless we agree otherwise in writing, these Terms apply every time you connect to the 'LeedsBradfordAirport_Free_WiFi' network (**WiFi**). These Terms also apply if you are the parent or guardian of someone who is under 16 and they are connecting to the WiFi.
- 1.3. These Terms form a contract between you and us, so please read them carefully. Your attention is drawn specifically to the important service and security limitations and exclusions of liability contained in clauses 4, 5 and 7.
- 1.4. We may vary these Terms or withdraw the WiFi at any time. We will notify you of these changes by posting the revised Terms on our Website. Continuing to use the WiFi after we make these changes means that you accept them. If you do not agree to the revised Terms you should stop using the WiFi.
- 1.5. In the event of any queries, you can contact our Customer Contact Centre using our online Contact Form (<https://www.leedsbradfordairport.co.uk/contact>) or on customercare@lba.co.uk.

2. SPECIAL WORDS AND MEANINGS IN THESE TERMS

- 2.1. In these Terms:

Airport	means Leeds Bradford Airport, Leeds LS19 7TU;
Lounges	means (as applicable) The Yorkshire Lounge and/or The 1432 Runway Club;
Us (and related expressions)	means Leeds Bradford Airport Limited (registered number 02065958); and
Website	means www/leedsbradfordairport.co.uk and its sub-domains; and
You (and related expressions)	means any person using the WiFi.

3. HOW DO I CONNECT TO THE WIFI?

- 3.1. You may access and use the WiFi once you have provided your email address and accepted these Terms as part of the WiFi registration process.
- 3.2. If you are under 16 years old, you must have the consent of your parent or guardian before using the WiFi.

Terms of Use for WiFi at LBA

14 November 2023

3.3. If you are a parent or guardian consenting to the use of this WiFi by a person under 16, then:

3.3.1. you must supervise their use of the WiFi; and

3.3.2. you are responsible for all risks and liabilities associated with their use of the WiFi.

4. **A BIT ABOUT THE WIFI**

4.1. Your session starts at the time you click on the "Sign In" button.

4.2. The WiFi is only available when you are within range of the relevant hotspot in the Airport terminal building.

4.3. To use the WiFi you must have a suitable WiFi-enabled device with appropriate software which are both compatible with the WiFi.

4.4. The availability and performance of the WiFi is subject to the limitations of your device.

4.5. The WiFi is provided over an unsecured, public wireless network and is intended for recreational, non-business use. You can use the WiFi for business purposes if you wish, but your attention is specifically drawn to paragraphs 4, 5 and 7.

4.6. We do not guarantee that the WiFi will:

4.6.1. always be available;

4.6.2. operate at any particular speed;

4.6.3. be uninterrupted or fault-free; or

4.6.4. fit for any particular use.

4.7. We may (at any time, and without notice to you):

4.7.1. impose usage or WiFi limits;

4.7.2. block certain kinds of use;

4.7.3. restrict access to specific websites or categories of content; and

4.7.4. change the technical specification of the WiFi.

4.8. We are not responsible for data, messages, or webpages that may stop working or for any information that may be lost because of interruptions or performance issues with the WiFi.

Terms of Use for WiFi at LBA

14 November 2023

5. **HOW SECURE IS THE WIFI?**

- 5.1. The WiFi is provided on an “as is, where is” basis and without any warranty of any kind.
- 5.2. Your use of the WiFi has security risks because the WiFi is provided over an unsecured, public WiFi network. We cannot guarantee that the WiFi is secure or that any information (including personal details) held on your device or shared using the WiFi will remain secure.
- 5.3. Your use of the WiFi is at your own risk. When using the WiFi, particularly when transmitting or receiving any confidential or sensitive information or data, you should take appropriate steps to protect your data, for example using secure website connections, a virtual private network or personal firewall. It is your responsibility to ensure that your device is adequately protected against viruses and other malware.

6. **WHAT ARE YOUR OBLIGATIONS?**

- 6.1. You are solely responsible for your use of the WiFi.
- 6.2. We are not responsible for anything that you access whilst using our WiFi (other than our own Website) or anything you do while using the WiFi.
- 6.3. You must not use the WiFi:
 - 6.3.1. in a way that breaches these Terms;
 - 6.3.2. in a way which is unlawful, fraudulent, malicious or illegal;
 - 6.3.3. to knowingly send, receive, upload, download, or use any material which:
 - (a) is abusive, indecent, defamatory, obscene or menacing;
 - (b) may contain viruses or any other malicious programs; or
 - (c) overloads the WiFi;
 - 6.3.4. to access offensive or harmful sites. This includes sites that contain adult, pornographic, hate, racist, defamatory, obscene, menacing, illegal or offensive material, and sites that may be used for illegal or harmful behaviour or purposes;
 - 6.3.5. to promote racism, bigotry, hatred or harm to any group or individual;
 - 6.3.6. to access sites which may contain viruses, trojans or other material which is malicious or technologically harmful;
 - 6.3.7. to send spam, bulk email, unsolicited advertising or promotional material;

Terms of Use for WiFi at LBA

14 November 2023

- 6.3.8. in a way which attempts to modify, decompile, reconfigure, jeopardise or impair the WiFi or software or which could damage, disable, overburden, impair or compromise our systems or security or interfere with other people's use of the WiFi;
 - 6.3.9. to carry out denial of service attacks, phishing, spying, hacking, malware or other cyber-attack activities (including attempting to violate the security of any computer network);
 - 6.3.10. to create damage or risk to our business, reputation, employees, subscribers, facilities, third parties or to the public generally;
 - 6.3.11. to infringe our intellectual property rights or those of any third party;
 - 6.3.12. to engage in any other activity which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any other part of the world.
- 6.4. We may monitor your use of the WiFi and take any action we consider appropriate if we reasonably believe you are in breach these Terms. We may (without limitation):
- 6.4.1. end your access to the WiFi;
 - 6.4.2. require you to leave the Airport (in which case you must do so immediately).

7. **OUR LIABILITY**

- 7.1. Nothing in these Terms limits or excludes our liability for:
- 7.1.1. death or personal injury caused by our negligence, or the negligence of any person for whom we are vicariously liable;
 - 7.1.2. fraud;
 - 7.1.3. fraudulent misrepresentation; or
 - 7.1.4. any liability that we are not permitted to limit or exclude by law.
- 7.2. Subject to clause 7.1, and to the extent permitted by law, we are not liable to you, whether in contract, tort (including negligence and breach of statutory duty) or otherwise, for:
- 7.2.1. loss of profit;
 - 7.2.2. loss of revenue;
 - 7.2.3. loss of business;
 - 7.2.4. business interruption;

Terms of Use for WiFi at LBA

14 November 2023

- 7.2.5. wasted expenditure;
 - 7.2.6. loss of anticipated savings;
 - 7.2.7. loss of or damage to goodwill;
 - 7.2.8. loss of contracts;
 - 7.2.9. loss of business opportunity;
 - 7.2.10. loss of or corruption of software or data transmitted using the WiFi, or stored on your device or any service you use;
 - 7.2.11. any viruses, malware attacks, deletion of files, data theft or alteration of your device, or any service that you use, as a result of using the WiFi;
 - 7.2.12. any accidental loss or destruction of, or unauthorised access to, any personal data that you transmit using our WiFi;
 - 7.2.13. the content or security of personal data that you send or receive through the WiFi; or
 - 7.2.14. any indirect, consequential or special loss or damage.
- 7.3. Subject to clause 7.1, our total liability to you under or in connection with these Terms, whether in contract, tort (including negligence and breach of statutory duty) or otherwise, shall be limited to £50 per claim or series of related claims.
- 7.4. We do not accept liability for any failure by us to perform our obligations due to an event beyond our reasonable control. A non-exhaustive list of such events includes war or threat of war, riots, civil strife, terrorist threats or activity, industrial disputes, mechanical or systems failures, natural and nuclear disaster, chemical or biological contamination, sonic boom, fire, flood, explosion, earthquake, adverse weather conditions, interruption or failure of utility service, technical problems to transport, any late or delayed personal transport, taxi, train or bus or other transport services used by you in travelling to the Airport, government regulations, epidemic or pandemic, crown instruction, closure or congestion of airports, and/or cancellation or changes of schedules by airlines.
- 7.5. Nothing in these Terms excludes or limits your statutory rights.

8. GENERAL

- 8.1. **Data protection:** We process personal data in accordance with our Privacy Policy (<https://www.leedsbradfordairport.co.uk/privacy-policy>) and use cookies in order to provide a better user experience when using the WiFi (<https://www.leedsbradfordairport.co.uk/cookie-policy>).
- 8.2. **No waiver:** No waiver of or in connection with these Terms by us is effective unless it is effective except to the extent it is set forth in writing, identifies itself as a waiver under this clause 8.2, and is signed by one of our directors.

Terms of Use for WiFi at LBA

14 November 2023

- 8.3. **Amendments:** No amendment or variation of these Terms is valid unless it has been published by us on our Website, or has been agreed in writing, identifies itself as a variation under this clause 8.3, and is signed by one of our directors.
- 8.4. **Survival:** If any part of these Terms is or becomes invalid or unenforceable, that part shall be deemed deleted.
- 8.5. **Transfers:** You cannot transfer your rights or obligations under these Terms to another person.
- 8.6. **Governing law:** These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales as it applies in England.
- 8.7. **Jurisdiction:** You and we agree that the courts with exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims) shall be the courts of England and Wales.