

# Terms of Use for Natural England's Information and Data



Natural England creates (or derives) and then publishes a range of information and data. These Terms of Use (ToU) set out how this information and data may be used by Natural England's customers, partners and suppliers.

All terms used have their normal everyday meaning unless otherwise stated.

The data, documents or information (not including any logos) supplied will be referred to as "the Data" throughout the ToU.

These ToU will constitute the sole contractual agreement between Natural England and the customer/partner/supplier for the non-commercial use of its Data.

For further information about the use of the Data please contact the [Natural England Enquiry Service](#) whose details are provided at the end of this ToU.

## 1. Using the data

- a. The Data may be used free of charge for non-commercial purposes by individuals or organisations.

Examples of non-commercial use include:

- Private study, research, criticism, news reporting and review.
- The provision of advice and services using information generated from the data.
- A public body responding to enquiries under the Environmental Information Regulations (EIR), the Freedom of Information Act (FOI), the Data Protection Act (DPA) or other statutory instruments.
- A public body supplying data to another public body for the purpose of either one carrying out its public task (e.g. a county council providing data to a district council), providing the receiving body is not using the data commercially and accepts these terms of use.

Natural England does not issue licences for non-commercial use unless the information is sensitive; however these ToU will apply to the Data.

- b. A licence is required for any commercial use of the Data. Each use will be judged on its own merits. If you want to use the Data for a commercial purpose you must obtain a licence from Natural England through the [Natural England Enquiry Service](#).

Commercial use includes any use that has direct or indirect commercial purpose or advantage, for example:

- The re-sale of the Data (even if this does not generate a profit).
- The sale of data, information products or services based on the Data, without which the product would have no value (even if this does not generate a profit).

Natural England's definition of "commercial use" applies to both commercial and non-commercial (eg charitable) organisations.

Natural England reserves the right to make a charge for commercial use of the Data.

To obtain a commercial re-use licence contact the [Natural England Enquiry Service](#).

## 2. General Terms

- a. Nothing in these ToU will in any way restrict your statutory rights of access to and use of the Data supplied.
- b. By using the Data supplied you are accepting these ToU in full.
- c. You may continue to use the Data for either a period of 1 (one) year or, if the Data contains derived data for which the licence expires sooner than one year, until this derived data licence expires.
- d. Natural England reserves the right to terminate this agreement for the non-commercial use of its Data at any time. In the event of termination you shall cease to use the Data, and if we request you shall immediately either return or destroy the Data and provide us with confirmation of the action you have taken.
- e. The Data is subject to copyright protection under the Copyright Designs and Patents Act 1988.
- f. Any product derived from the Data must be acknowledged as Natural England copyright using the following statement:  
*"© Natural England [Year], reproduced with the permission of Natural England, <http://www.naturalengland.org.uk/copyright/>."*  
If the Data contains derived data additional third party statements may also be required (see below).
- g. The Data must be re-used accurately and not in a misleading context.
- h. The Data has not been prepared to meet individual requirements. It is your responsibility to ensure that the Data meets your needs.
- i. Natural England shall not in any event be liable for any loss of Data or profits or any loss of or interruption to business caused by use of this Data. Natural England does not attempt to exclude any liability that cannot legally be excluded.
- j. Natural England cannot guarantee that the Data is free of defects and you should undertake appropriate checks before use. If the Data has been supplied in an electronic format you should check it for viruses and other issues that may affect your computer.
- k. Natural England cannot confirm that the Data in its possession will always be accurate, complete, up-to-date or valid. Natural England will take reasonable care to ensure that you are provided with an accurate copy of the Data from our records.
- l. Natural England will not allow use of the Data in internet mapping services such as Google Earth/Maps, Yahoo Maps or Microsoft Virtual Earth without prior consent.
- m. You may pass the Data on to third parties for their non-commercial use providing the Data is accompanied by a link to these ToU.

- n. Natural England reserve the right to change these Terms of Use at any time and without warning. If changes occur, a copy of these new Terms of Use will be made available on the Natural England website, <http://www.naturalengland.org.uk/copyright/> and are effective immediately. Continued use of the information and data after these updated or amended Terms of Use are published is deemed acceptance of the new Terms of Use. We recommend that you return to these pages on a regular basis.

### 3. Security of Personal Information

If the Data we have supplied contains personal information as defined by the Data Protection Act 1998 then the following Terms will apply.

- a. The Data is confidential and is not be considered to be public information.
- b. You may not copy or otherwise reproduce the Data without our written consent.
- c. You must not distribute or disseminate the Data to the public, partners [private or public sector] or any other person or organisation without our written consent. Others seeking access to the Data should make a request directly to us.
- d. You must not publish or broadcast the Data in any format, including on the internet, without our written consent.
- e. Your copy of the Data must be kept secure from any unauthorised or accidental use, access, duplication, disclosure, damage, loss or destruction. It must be labelled as confidential, and kept in a locked filing cabinet, desk or room. If held on a computer it must be in a password protected file, inaccessible to other users.
- f. You must ensure that you manage any personal information within the Data supplied in accordance with the terms of the Data Protection Act 1998.
- g. You must either delete or return the Data [we will specify which] at the end of the period specified at 2c.

### 4. Derived Data

- a. The Data may be derived (in whole or in part) from third party data to which Natural England holds licence; the third party data supplier often retains rights in the Data. If this is the case Natural England will endeavour to inform you (at the time of supply) of third parties that retain rights to the Data, the appropriate third party specific terms will then apply.
- b. Natural England confirms it has the right to issue the following third party derived data licences/terms:
  - i. If the Data is derived in whole or in part from **Ordnance Survey** data the terms of the Ordnance Survey End User Licence (Annex A) will apply. The following statement should be added to all products:  
“© Crown Copyright and database right [Year]. Ordnance Survey licence number 100022021.”

- ii. If the Data is derived in whole or in part from **Marker Map or Interest Map data from Landmark Information Group/Dotted Eyes** the terms of the Landmark/Dotted Eyes End User Licence (Annex B) will apply. The following statement should be added to all products:  
*"Digital Mapping Solutions from Dotted Eyes. © Crown Copyright [Year]. All rights reserved. Licence number 100022432."*
- iii. If the Data is derived in whole or in part from **Landmark Information Group Historical Mapping** data the following statement should be added to all products:  
*"Derived from data © Crown Copyright and Landmark Information Group."*
- iv. If the Data is derived in whole or in part from **Next Perspectives** data the terms of the Next Perspectives End User Licence (Annex C) will apply. The following statement should be added to all products:  
*"Licensed to Natural England for the PGA through Next Perspectives™ Permitted use: Natural England core business."*
- v. If the Data is derived in whole or in part from **Get Mapping** data the following statement should be added to all products:  
*"Derived from Aerial Photography © Get Mapping Plc."*
- vi. If the Data is derived in whole or in part from **British Geological Survey** data the following statement should be added to all products:  
*"Derived from [insert scale of data] scale BGS Digital Data under Licence 2006/072 British Geological Survey. © NERC."*
- vii. If the Data is derived in whole or in part from **SeaZone Solutions** data the following statement should be added to all products:  
*"Derived from data © British Crown and SeaZone Solutions Limited, [Year]. All Rights Reserved. Products Licence No. 062006.004. This product has been derived in part from material obtained from the UK Hydrographic Office with the permission of the Controller of Her Majesty's Stationery Office and UK Hydrographic Office (www.ukho.gov.uk). NOT TO BE USED FOR NAVIGATION. "*
- viii. If the Data is derived in whole or in part from **CACI ACORN** data the following statement should be added to all products:  
*"Derived from data © CACI"*
- ix. If the Data is derived in whole or in part from **NSRI** data the following statement should be added to all products:  
*"Soils data © Cranfield University (NSRI) and for the Controller of HMSO [Year]"*
- x. If the Data is derived in whole or in part from **Forestry Commission** data the following statement should be added to all products:  
*"Derived from data © Forestry Commission Crown Copyright reserved."*
- xi. If the Data is derived in whole or in part from any other Data Provider not listed. The End User should contact the Data Provider as identified in the metadata in order to identify the appropriate acknowledgement.

## 5. Contact Details:

**All queries relating to these terms of use should be directed to Natural England's Enquiry Service:**

Telephone: 0845 600 3078

E mail: [enquiries@naturalengland.org.uk](mailto:enquiries@naturalengland.org.uk)

Web: <http://www.naturalengland.org.uk/contact/enquiries.htm>

Address: Natural England  
Enquiry Service  
Northminster House  
Northminster  
Peterborough  
PE1 1UA

# Annex A: The Ordnance Survey End User Licence

## Schedule 2

By using the Data supplied you, the End User, agree the following in consideration for your being permitted to use the data supplied under this Licence:

- (1) "Natural England" whose principal place of business is at: Head office, 1 East Parade, Sheffield, S1 2ET, Tel 0114 241 8920 Fax: 0114 241 8921 ("**Licensor**"); and
- (2) You being the End User;

together the "**Parties**"

### **1 DEFINITIONS**

Commercial Purposes	means any purposes which involve Financial Gain.
Competing Activity	means an activity that has been determined as a competing activity, or is in the process of being reviewed, pursuant to the terms of the licence between the Supplier and the Licensor.
Financial Gain	means any revenue or credit received which exceeds the incremental costs of supplying or making available to a recipient any copy of any Supplied Data (to the extent it incorporates the Supplier's intellectual property rights or those licensed by the Supplier). Financial Gain does not include any receipts of Statutory Charges.
End User Purpose	means the purpose described in Schedule 2B to this End User Licence or if Schedule 2B has not been completed, the purpose communicated by the Licensor to the End User at the time that the Supplied Data has been made available to the End User or from time to time.
Statutory Charge	means charges which the Licensor or End User is expressly permitted to charge pursuant to a statute or act of the Parliament of Great Britain and Northern Ireland or of the Scottish Parliament or of the National Assembly for Wales or a statutory instrument or other delegated legislation.
Supplied Data	means the data provided by the Licensor to the End User as set out in Schedule 2A.
Supplier	means the Secretary of State for Communities and Local Government acting through Ordnance Survey, whose principal place of business is at Romsey Road, SOUTHAMPTON, UK, SO16 4GU.
Term	means the period required to fulfil the End User Purpose, which shall under no circumstances exceed the duration of the licence between the Supplier and the Licensor.

Use	means viewing whether in electronic or paper form, including printing or making paper copies only to enable the End User to undertake the End User Purpose and issuing or returning copies to the Licensor and Using shall have an equivalent meaning.
Working Day	means any day other than a Saturday, Sunday or public holiday in England, Wales or Scotland.

## 2 LICENCE

- 2.1 The Licensor now grants to the End User a non-exclusive, non-transferable, revocable licence (revocable pursuant to the terms of this End User Licence) to Use Supplied Data for the End User Purpose for the Term.
- 2.2 This Licence is limited specifically to the rights granted above and subject to the obligations set out in the remainder of this Licence, in particular the End User's obligations set out in clause 3. This Licence allows the End User personally (not any affiliated body or group) to use Supplied Data only to the extent required for the End User Purpose, but does not allow the End User to use Supplied Data for Commercial Purposes and/or any Competing Activity.
- 2.3 The Licensor may terminate this Licence (or part of the Licence relating to such Supplied Data as the Licensor may specify) forthwith for any reason by giving written notice to the End User. On termination the End User shall deliver to the Licensor all copies of the Supplied Data in its possession, custody or control.

## 3 END USER'S OBLIGATIONS

- 3.1 The End User shall Use the Supplied Data exclusively for the End User Purpose and for no other purpose.
- 3.2 The End User shall ensure that:
- (a) any copy protection measures are not altered;
  - (b) any watermarks and acknowledgements included on the Supplied Data and on any paper copies produced are not altered;
  - (c) the Supplied Data is used only for the End User Purpose;
  - (d) the Supplied Data is not copied, adapted, varied or modified except to the extent and only to the extent to which any of those acts are expressly permitted by this Licence; and
  - (e) the End User does not use the Supplied Data for Commercial Purposes and/or for a Competing Activity.
- 3.3 The End User shall ensure that the trade marks contained in the Supplied Data or any other Licensor materials supplied with, or in addition to, the Supplied Data are not altered, obscured, removed or added to.
- 3.4 The End User shall take all reasonable steps to prevent unauthorised use and exploitation of Supplied Data by any person, including, without limitation, its employees.
- 3.5 The End User shall notify the Licensor and Supplier as soon as reasonably practicable should it become aware of any unauthorised use of the Supplied Data. The End User shall, at the cost and expense of the End User, provide all reasonable assistance to the Licensor and the Supplier in the pursuit of any remedy in relation to

any such unauthorised use or breach of licence and the Licensor and Supplier shall have absolute discretion with regards to what action to take.

#### **4 ENTIRE AGREEMENT**

- 4.1 This Licence, including its Schedules and all documents which are required by its terms to be entered into by the Parties, sets out the entire agreement between the Parties in connection with the subject matter of this Licence and supersedes all prior oral or written agreements, arrangements or understandings between them.
- 4.2 The Parties acknowledge that they have not entered into this Licence in reliance upon any warranty, representation, covenant, undertaking, agreement, term or condition which is not set out in this Licence.
- 4.3 Without prejudice to clauses 4.1 and 4.2 above, the Parties irrevocably and unconditionally waive any right they may have to claim damages and/or to rescind this Licence for any misrepresentation whether innocent or negligent whether in tort, under the Misrepresentation Act 1967 or otherwise or for any breach of any warranty not contained in this Licence unless such misrepresentation or warranty was made or given fraudulently.

#### **5 LIMITATION**

- 5.1 Subject to clause 5.2, nothing in this Licence shall make the Licensor liable in contract, tort (including without limitation of negligence, pre-contractual or other representations) or otherwise arising out of or in connection with this Licence for:
- (a) any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings);
  - (b) any loss of goodwill or reputation;
  - (c) any special, indirect or consequential losses in any case whether or not such losses were within the contemplation of the parties at the date of this Licence.
- 5.2 Nothing in this Licence shall exclude or limit liability of a Party for death or personal injury resulting from the negligence of that Party or its servants, agents or employees or for fraudulent misrepresentation.
- 5.3 The Licensor excludes any warranty that the Supplied Data is fit for any particular purpose.
- 5.4 Subject to clause 5.2, the Licensor's total liability in this Licence in aggregate shall not exceed the sum paid by the End User for the Supplied Data or £50, whichever is the greater.

#### **6 INDEMNITY**

- 6.1 The End User shall indemnify and keep indemnified the Licensor and/or the Supplier against all their liabilities and losses and all demands, liabilities, claims made, or proceedings brought, against the Licensor and/or the Supplier in respect of any loss or damage and against all costs and expenses reasonably incurred in dealing with or in settling such demands, liabilities, claims or proceedings arising from the breach of any provision of this Licence by the End User except to the extent that any such liability is directly attributable to any negligent act of the Licensor.
- 6.2 The Licensor shall notify the End User as soon as practicable and in any event within 10 Working Days of any demand or claim made, or proceedings brought against the Licensor in respect of any relevant loss or damage.

#### **7 ASSIGNMENT AND SUBLICENSING**

- 7.1 Neither Party may assign any of its rights or the benefit of all or part of this Licence without the prior written consent of the other Party.

7.2 Except as expressly permitted by this Licence, the End User may not sub-license any of its rights or the benefit of all or part of this Licence without the prior written consent of the Licensor.

## **8 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

8.1 For the purpose of section 1(2) of the Contracts (Rights of Third Parties) Act 1999 the Parties state that they do not intend any term of this Licence to be enforced by any third parties other than the Controller of Her Majesty's Stationery Office and/or the Supplier who may enforce the terms of this Licence directly against the End User, For the avoidance of doubt, neither Ordnance Survey and/or the Controller of Her Majesty's Stationery Office shall be required to give consent to any amendment to this licence, provided that such amendments do not diminish Ordnance Survey's or the Controller of Her Majesty's Stationery Office's rights to enforce, or benefit from, the terms of this Licence).

## **9 JURISDICTION AND GOVERNING LAW**

9.1 The validity, construction and performance of this Licence shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

### **Schedule 2A to the End User Licence**

#### Supplied Data

- Natural England's Information and Data
- Exception: Ordnance Survey PGA products are not supplied by Natural England

### **Schedule 2B to the End User Licence**

#### End User Purpose

- Supporting the delivery of Natural England's Strategic direction found on Natural England's website [www.naturalengland.org.uk](http://www.naturalengland.org.uk)

### Watermarks

For Base Data and Withdrawn Data only, at map scales of 1:10 000 or larger scale, a background watermark to identify the source of the publication is required for electronic output (including publication on the internet), whereas the watermark is only a recommendation when publishing on paper. The Licensee shall choose its own method of applying a watermark from suitable alternatives as agreed with the Supplier. The purpose of the watermark is not to obscure or change the meaning of the Licensee's publication, but to establish the source of the material and to deter its use for other purposes by third parties. This watermark must appear at least once and cover at least ten percent (10%) of the map image as delivered to the recipient.

# Annex B: The Landmark/Dotted Eyes End User Licence

## Section 2

### Landmark End User Licence

By using the Data supplied you, the End User, agree the following in consideration for your being permitted to use the data supplied under this Licence:

- (1) "Natural England" whose principal place of business is at: Head office, 1 East Parade, Sheffield, S1 2ET, Tel 0114 241 8920 Fax: 0114 241 8921 ("**Licensor**"); and
- (2) You being the End User;

together the "**Parties**"

### **1** DEFINITIONS

Commercial Purposes	means any purposes which involve Financial Gain.
Competing Activity	means an activity that has been determined as a competing activity, or is in the process of being reviewed, pursuant to the terms of the licence between the Supplier and the Licensor.
Financial Gain	means any revenue or credit received which exceeds the incremental costs of supplying or making available to a recipient any copy of any Supplied Data (to the extent it incorporates the Supplier's intellectual property rights or those licensed by the Supplier). Financial Gain does not include any receipts of Statutory Charges.
End User Purpose	means the purpose described in Schedule 2B to this End User Licence or if Schedule 2B has not been completed, the purpose communicated by the Licensor to the End User at the time that the Supplied Data has been made available to the End User or from time to time.
Ordnance Survey	means the Secretary of State for Communities and Local Government acting through Ordnance Survey, whose principal place of business is at Romsey Road, SOUTHAMPTON, UK, SO16 4GU.
Statutory Charge	means charges which the Licensor or End User is expressly permitted to charge pursuant to a statute or act of the Parliament of Great Britain and Northern Ireland or of the Scottish Parliament or of the National Assembly for Wales or a statutory instrument or other delegated legislation.
Supplied Data	means the data provided by the Licensor to the End User as set out in Schedule 2A.
Supplier	means the Landmark Information Group Ltd which has its registered office at 7 Abbey Court, Eagle Way, Sowton

	Industrial Estate, Exeter, Devon EX2 7HY (Company No: 2892803)
Term	means the period required to fulfil the End User Purpose, which shall under no circumstances exceed the duration of the licence between the Supplier and the Licensor.
Use	means viewing whether in electronic or paper form, including printing or making paper copies only to enable the End User to undertake the End User Purpose and issuing or returning copies to the Licensor and Using shall have an equivalent meaning.
Working Day	means any day other than a Saturday, Sunday or public holiday in England, Wales or Scotland.

## 2 LICENCE

- 2.1 The Licensor now grants to the End User a non-exclusive, non-transferable, revocable licence (revocable pursuant to the terms of this End User Licence) to Use Supplied Data for the End User Purpose for the Term.
- 2.2 This Licence is limited specifically to the rights granted above and subject to the obligations set out in the remainder of this Licence, in particular the End User's obligations set out in clause 3. This Licence allows the End User personally (not any affiliated body or group) to use Supplied Data only to the extent required for the End User Purpose, but does not allow the End User to use Supplied Data for Commercial Purposes and/or any Competing Activity.
- 2.3 The Licensor may terminate this Licence (or part of the Licence relating to such Supplied Data as the Licensor may specify) forthwith for any reason by giving written notice to the End User. On termination the End User shall deliver to the Licensor all copies of the Supplied Data in its possession, custody or control.

## 3 END USER'S OBLIGATIONS

- 3.1 The End User shall Use the Supplied Data exclusively for the End User Purpose and for no other purpose.
- 3.2 The End User shall ensure that:
- (a) any copy protection measures are not altered;
  - (b) any watermarks and acknowledgements included on the Supplied Data and on any paper copies produced are not altered;
  - (c) the Supplied Data is used only for the End User Purpose;
  - (d) the Supplied Data is not copied, adapted, varied or modified except to the extent and only to the extent to which any of those acts are expressly permitted by this Licence; and
  - (e) the End User does not use the Supplied Data for Commercial Purposes and/or for a Competing Activity.
- 3.3 The End User shall ensure that the trade marks contained in the Supplied Data or any other Licensor materials supplied with, or in addition to, the Supplied Data are not altered, obscured, removed or added to.
- 3.4 The End User shall take all reasonable steps to prevent unauthorised use and exploitation of Supplied Data by any person, including, without limitation, its employees.

- 3.5 The End User shall notify the Licensor and Supplier as soon as reasonably practicable should it become aware of any unauthorised use of the Supplied Data. The End User shall, at the cost and expense of the End User, provide all reasonable assistance to the Licensor and the Supplier in the pursuit of any remedy in relation to any such unauthorised use or breach of licence and the Licensor and Supplier shall have absolute discretion with regards to what action to take.

#### **4 ENTIRE AGREEMENT**

- 4.1 This Licence, including its Schedules and all documents which are required by its terms to be entered into by the Parties, sets out the entire agreement between the Parties in connection with the subject matter of this Licence and supersedes all prior oral or written agreements, arrangements or understandings between them.
- 4.2 The Parties acknowledge that they have not entered into this Licence in reliance upon any warranty, representation, covenant, undertaking, agreement, term or condition which is not set out in this Licence.
- 4.3 Without prejudice to clauses 4.1 and 4.2 above, the Parties irrevocably and unconditionally waive any right they may have to claim damages and/or to rescind this Licence for any misrepresentation whether innocent or negligent whether in tort, under the Misrepresentation Act 1967 or otherwise or for any breach of any warranty not contained in this Licence unless such misrepresentation or warranty was made or given fraudulently.

#### **5 LIMITATION**

- 5.1 Subject to clause 5.2, nothing in this Licence shall make the Licensor liable in contract, tort (including without limitation of negligence, pre-contractual or other representations) or otherwise arising out of or in connection with this Licence for:
- (a) any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings);
  - (b) any loss of goodwill or reputation;
  - (c) any special, indirect or consequential losses in any case whether or not such losses were within the contemplation of the parties at the date of this Licence.
- 5.2 Nothing in this Licence shall exclude or limit liability of a Party for death or personal injury resulting from the negligence of that Party or its servants, agents or employees or for fraudulent misrepresentation.
- 5.3 The Licensor excludes any warranty that the Supplied Data is fit for any particular purpose.
- 5.4 Subject to clause 5.2, the Licensor's total liability in this Licence in aggregate shall not exceed the sum paid by the End User for the Supplied Data or £50, whichever is the greater.

#### **6 INDEMNITY**

- 6.1 The End User shall indemnify and keep indemnified the Licensor and/or the Supplier against all their liabilities and losses and all demands, liabilities, claims made, or proceedings brought, against the Licensor and/or the Supplier in respect of any loss or damage and against all costs and expenses reasonably incurred in dealing with or in settling such demands, liabilities, claims or proceedings arising from the breach of any provision of this Licence by the End User except to the extent that any such liability is directly attributable to any negligent act of the Licensor.
- 6.2 The Licensor shall notify the End User as soon as practicable and in any event within 10 Working Days of any demand or claim made, or proceedings brought against the Licensor in respect of any relevant loss or damage.

## **7 ASSIGNMENT AND SUBLICENSING**

- 7.1 Neither Party may assign any of its rights or the benefit of all or part of this Licence without the prior written consent of the other Party.
- 7.2 Except as expressly permitted by this Licence, the End User may not sub-license any of its rights or the benefit of all or part of this Licence without the prior written consent of the Licensor.

## **8 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 8.1 For the purpose of section 1(2) of the Contracts (Rights of Third Parties) Act 1999 the Parties state that they do not intend any term of this Licence to be enforced by any third parties other than the Controller of Her Majesty's Stationery Office and/or the Supplier who may enforce the terms of this Licence directly against the End User, For the avoidance of doubt, neither Ordnance Survey and/or the Controller of Her Majesty's Stationery Office shall be required to give consent to any amendment to this licence, provided that such amendments do not diminish Ordnance Survey's or the Controller of Her Majesty's Stationery Office's rights to enforce, or benefit from, the terms of this Licence).

## **9 JURISDICTION AND GOVERNING LAW**

- 9.1 The validity, construction and performance of this Licence shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

### **Schedule 2A to the End User Licence**

#### Supplied Data

- Natural England's Information and Data
- Exception: Landmark/Dotted Eyes PGA products are not supplied by Natural England

### **Schedule 2B to the End User Licence**

#### End User Purpose

- Supporting the delivery of Natural England's Strategic direction found on Natural England's website [www.naturalengland.org.uk](http://www.naturalengland.org.uk)

### **Watermarks**

For Base Data and Withdrawn Data only, at map scales of 1:10 000 or larger scale, a background watermark to identify the source of the publication is required for electronic output (including publication on the internet), whereas the watermark is only a recommendation when publishing on paper. The Licensee shall choose its own method of applying a watermark from suitable alternatives as agreed with the Supplier. The purpose of the watermark is not to obscure or change the meaning of the Licensee's publication, but to establish the source of the material and to deter its use for other purposes by third parties. This watermark must appear at least once and cover at least ten percent (10%) of the map image as delivered to the recipient.

# Annex C: The Next Perspectives End User Licence

## Next Perspectives End User Licence

By using the Data supplied you, the End User, agree the following in consideration for your being permitted to use the data supplied under this Licence:

- (1) Natural England ("**Licensor**"); and
- (2) You being the, ("**End User**");

together the "**Parties**"

### DEFINITIONS

Commercial Purposes	means any purposes which are undertaken with the intention of making a Financial Gain, regardless of whether a Financial Gain is actually made.
Financial Gain	means a net gain (after the deduction of costs related to generating the revenue or credit referred to below) from the receipt by the End User or a third party of any revenue or credit for the use, publication or display of any Supplied Data. Financial Gain does not include any receipts of statutory charges.
Purpose	means clarification, consultation or interaction with the Licensor specifically to meet the Licensee's business and/or administrative requirements.
Supplied Data	means the data provided by the Licensor to the End User.
Term	means the period required to fulfil the Purpose
Territory	means the United Kingdom
Use	means viewing whether in electronic or paper form, including printing or making paper copies for your personal use only as part of the Purpose and issuing or returning copies to the Licensor and Using shall have an equivalent meaning

### LICENCE

The Licensor now grants to the End User a non-exclusive, non-transferable licence to Use Supplied Data for the Purpose in the Territory for the Term.

This Licence is limited specifically to the rights granted above and subject to the obligations set out in the remainder of this Licence, in particular the End User's obligations set out in clause 3. This Licence allows the End User personally (not any affiliated body

or group) to use Supplied Data only to the extent required for the Purpose, but does not allow the End User to use Supplied Data for Commercial Purposes.

The Licensor may terminate this Licence (or part of the Licence relating to such Supplied Data as the Licensor may specify) forthwith for any reason by giving written notice to the End User. On termination the End User shall deliver to the Licensor all copies of the Supplied Data in its possession, custody or control.

## **END USER'S OBLIGATIONS**

The End User shall Use the Supplied Data exclusively for the Purpose and for no other purpose.

The End User shall ensure that:

any copy protection measures are not altered;

any watermarks and acknowledgements included on the Supplied Data and on any paper copies produced are not altered;

the Supplied Data is used only for the Purpose;

the Supplied Data is not copied, adapted, varied or modified except to the extent and only to the extent to which any of those acts are expressly permitted by this Licence; and

the End User does not use the Supplied Data for Commercial Purposes.

The End User shall ensure that the Licensor or any other trade marks contained in the Supplied Data or any other Licensor materials supplied with, or in addition to, the Supplied Data are not altered, obscured, removed or added to.

The End User shall take all reasonable steps to prevent unauthorised use and exploitation of Supplied Data by any person, including, without limitation, its employees.

The End User shall notify the Licensor as soon as reasonably practicable should it become aware of any unauthorised use of the Supplied Data. The End User shall, at the cost and expense of the End User, provide all reasonable assistance to the Licensor in the pursuit of any remedy in relation to any such unauthorised use or breach of licence and the Licensor shall have absolute discretion with regards to what action to take.

## **ENTIRE AGREEMENT**

This Licence, including its Schedules and all documents which are required by its terms to be entered into by the Parties, sets out the entire agreement between the Parties in connection with the subject matter of this Licence and supersedes all prior oral or written agreements, arrangements or understandings between them.

The Parties acknowledge that they have not entered into this Licence in reliance upon any warranty, representation, covenant, undertaking, agreement, term or condition which is not set out in this Licence.

Without prejudice to clauses 4.1 and 4.2 above, the Parties irrevocably and unconditionally waive any right they may have to claim damages and/or to rescind this Licence for any misrepresentation whether innocent or negligent whether in tort, under the Misrepresentation Act 1967 or otherwise or for any breach of any warranty not

contained in this Licence unless such misrepresentation or warranty was made or given fraudulently.

## **LIMITATION**

Subject to clause 5.2, nothing in this Licence shall make the Licensor liable in contract, tort (including without limitation of negligence, pre-contractual or other representations) or otherwise arising out of or in connection with this Licence for:

any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings);

any loss of goodwill or reputation;

any special, indirect or consequential losses in any case whether or not such losses were within the contemplation of the parties at the date of this Licence.

Nothing in this Licence shall exclude or limit liability of a party for death or personal injury resulting from the negligence of that party or its servants, agents or employees or for fraudulent misrepresentation.

The Licensor excludes any warranty that the Supplied Data is fit for any particular purpose.

Subject to clause 5.2, the Licensor's total liability in this Licence in aggregate shall not exceed the sum paid by the End User for the Supplied Data or £50, whichever is the greater.

## **INDEMNITY**

The End User shall indemnify and keep indemnified the Licensor against all their liabilities and losses and all demands, liabilities, claims made, or proceedings brought, against the Licensor in respect of any loss or damage and against all costs and expenses reasonably incurred in dealing with or in settling such demands, liabilities, claims or proceedings arising from the breach of any provision of this Licence by the End User except to the extent that any such liability is directly attributable to any negligent act of the Licensor.

The Licensor shall notify the End User as soon as practicable and in any event within 10 working days of any demand or claim made, or proceedings brought against the Licensor in respect of any relevant loss or damage.

## **ASSIGNMENT AND SUBLICENSING**

Neither Party may assign any of its rights or the benefit of all or part of this Licence without the prior written consent of the other party.

Except as expressly permitted by this Licence, the End User may not sub-license any of its rights or the benefit of all or part of this Licence without the prior written consent of the Licensor.

## **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

For the purpose of section 1(2) of the Contracts (Rights of the Third Parties) Act 1999 the Parties state that they do not intend any term of this Licence to be enforced by any third parties.

## **JURISDICTION AND GOVERNING LAW**

The validity, construction and performance of this Licence shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

### Watermarks

Where data has been captured at map scales of 1:10 000 or larger, a background watermark to identify the source of the publication is required for electronic output, whereas the watermark is only a recommendation when publishing on paper. The Licensee shall choose its own method of applying a watermark from suitable alternatives as agreed with the Supplier. The purpose of the watermark is not to obscure or change the meaning of the Licensee's publication, but to establish the source of the material and to deter its use for other purposes by third parties. This watermark must appear at least once and cover at least ten percent (10%) of the map image as delivered to the recipient.