

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



Natural England creates (or derives) and then publishes a range of information and data. Wherever possible we make data available under the Open Government Licence. However, where this is not possible, we use these Terms of Use to set out how information and data may be used by third parties including Natural England's customers and partners.

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

These Terms of Use will constitute the sole contractual agreement between Natural England and the user for the Non-Commercial use of the Data that you have been provided with or have downloaded. For any further information please contact the [Natural England Enquiry Service](#).

## 1. Using the data

- a. The Data may be used free of charge for Non-Commercial purposes. Where the Data is derived from third party data for which Natural England holds a licence there may be additional constraints placed on your ability to use such data as described in Clause 4.

### Definitions

Non-Commercial	Any purpose that is not Commercial.
Commercial	Any Use of the Data, or the provision or receipt of a Service, that involves making a Financial Gain. Natural England's definition of Commercial applies to organisations regardless of whether they are commercial or non-commercial (e.g. charitable).
Financial Gain	Where there is a revenue or credit above any reasonable costs that were incurred in making available or supplying a copy of the Data. This includes activities making use of the Data that leads to, or is intended to lead to, income-generating work in any way whatsoever.
Use	View, disclose, reproduce, prepare derivative works, distribute copies, quote or review.
Data	The data, documents or information (not including logos) made available by Natural England.
Service	The supply of data, documents, information, products, advice or services which incorporate or makes use of the Data.

Examples of Non-Commercial use:

- Private study, research, criticism, news reporting and review.
- The supply of Services where there is no Financial Gain to the provider or recipient, e.g. voluntary work.
- 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.

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](#).

Natural England reserves the right to make a charge for Commercial use of the Data. However, Natural England's purpose is to conserve and enhance the natural environment and the decision on the terms, or need for a commercial licence, will be taken in the context of each request.

## 2. General Terms

- a. Nothing in these Terms of Use 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 Terms of Use in full.
- c. You may continue to use the Data for either a period of 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 or incorporating the Data must include the following statement: *"Contains, or is based on, information supplied by Natural England."* If the Data is derived from or includes third party data supplied by Natural England 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 cannot allow use of the Data in internet mapping services such as Google Earth/Maps, Yahoo Maps or Microsoft Virtual Earth without prior consent. (This is because the data may contain third party IPR).
- 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 Terms of Use.
- n. Natural England reserves 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](#) 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 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 for which Natural England holds a licence. In these cases 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 which may be more restrictive than those applying to Natural England owned Data. However, Natural England accepts no liabilities for any failure to provide a notice of such third party retained rights.
- b. Natural England confirms it has the right to issue the following third party data licences/terms:

- i. If the Data contains or 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: *“Contains, or is derived from, information supplied by Ordnance Survey. © Crown copyright and database rights [insert year of supply]. Ordnance Survey 100022021.”*  
If you intend to incorporate Ordnance Survey base or derived data that has been sourced from another organisation you should add the licence numbers for each source of data to the above statement.
- ii. If the Data contains or 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: *“Contains, or is derived from, information supplied by Digital Mapping Solutions under licence number 100022432.”*
- iii. If the Data contains or 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 contains or 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 contains or is derived in whole or in part from **Get Mapping** data the following statement should be added to all products: *“Contains, or is derived from, information supplied by Get Mapping Plc.”*
- vi. If the Data contains or 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, DEFRA Affiliated Network Member reference number 2011/052 British Geological Survey. © NERC.”*
- vii. If the Data contains or is derived in whole or in part from **Oceanwise** data the following statement should be added to all products: *“© Crown Copyright, [insert year]. All rights reserved. License No. EK001-20120601. Not to be used for Navigation”.*
- viii. If the Data contains or is derived in whole or in part from **NSRI** data the following statement should be added to all products: *“Contains, or is derived from, information supplied by Soils data © Cranfield University (NSRI) and for the Controller of HMSO [Year]”.*
- ix. If the Data contains or is derived in whole or in part from **Forestry Commission** data the following statement should be added to all products: *“Contains, or is derived from, information supplied by Forestry Commission.”*
- x. If the Data contains or is derived in whole or in part from **UKHO** data the

following statement should be added to all products: *“Admiralty Charts © Crown Copyright, 2012. All rights reserved. License No. EK001-GOV001. NOT TO BE USED FOR NAVIGATION.”*

- xi. If the Data contains or is derived in whole or in part from **Centre for Ecology and Hydrology Land Cover Map 2007 vector** data the following statement should be added to all products: *“Based upon LCM2007 © NERC (CEH) [Year]. © Crown Copyright 2007, Licence number 100017572. © third party licensors.”*
- xii. If the Data contains or is derived in whole or in part from **Centre for Ecology and Hydrology Land Cover Map 2007 raster** data the following statement should be added to all products: *“Based upon LCM2007 © NERC (CEH) [Year]. Contains Ordnance Survey data © Crown Copyright 2007. © third party licensors.”*
- xiii. If the Data contains data or information provided by a 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. Governing Law:**

These Terms of Use are made under the laws of England and Wales and come under the exclusive jurisdiction of the courts of England and Wales.

## **6. Contact Details:**

All queries relating to these terms of use should be directed to [Natural England's Enquiry Service](#)

For further information about Natural England's Geographic Information Systems (GIS) data please visit our [Data page](#).

## Annex A: The Public Sector 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  
of Foundry House, 3 Millsands, Riverside Exchange, Sheffield, S3 8NH (the Licensor);

and

(2) You (the End User);

### Background

The Licensor is a Public Body licensed by Ordnance Survey to use Supplied Data upon particular terms. This End User Licence is entered into pursuant to the Licensor's licence with Ordnance Survey, to set out the terms upon which the End User is licensed to use Supplied Data.

### 1. Definitions & Interpretation

**Commercial Activity** means any activity which involves or is intended to involve Financial Gain.

**Competing Activity** means any 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 Ordnance Survey and the Licensor.

**Financial Gain** means any revenue or credit received which exceeds the increment costs of supplying or making available to a recipient any copy of any Supplied Data. Financial Gain does not include any receipts from Statutory Charges.

**End User Purpose** means the purpose described in Appendix 2 to this End User Licence or if Appendix 2 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.

**IPR** means intellectual property rights, including copyright, patent, trade mark, design right, database rights, trade secrets, knowhow, rights of confidence and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them.

**Ordnance Survey** means the Secretary of State for Communities and Local Government acting through Ordnance Survey whose principal place of business is at Adanac Drive, Southampton, SO16 0AS.

**Statutory Charge** means charges which the Licensor or End User is expressly permitted to charge pursuant to a formal written enactment of a legislative authority that governs the United Kingdom of Great Britain and Northern Ireland, Scotland, Wales, and/or Northern Ireland to which the licensor or End User is subject.

**Style Guide** means the then current version of the style guide available on Ordnance Survey's Website including electronic artwork and requirements as the use of acknowledgements of copyright and database right ownership.

**Supplied Data** means the data provided by the Licensor to the End User as set out

in Appendix 1.

<b>Term</b>	means the period required to fulfil the End User Purpose, which shall under no circumstances exceed the duration of the licence between Ordnance Survey and the Licensor.
<b>Use</b>	means copying, using and/or amending whether in electronic or paper form, only to enable the End User to undertake the End User Purpose and Using shall have an equivalent meaning.
<b>Website</b>	means the website <a href="http://www.ordnancesurvey.co.uk">http://www.ordnancesurvey.co.uk</a> or such other website as Ordnance Survey determines from time to time.
<b>Working Day</b>	means any day other than a Saturday, Sunday or public holiday in England, Wales, Scotland or Northern Ireland.

**1.1** In this End User Licence, unless the context otherwise requires:

**1.1.1** words in the singular include the plural and vice versa;

**1.1.2** references to:

- a) a Clause or Appendix are to a clause or appendix of this End User Licence;
- b) a party are to a party to this End User Licence; and
- c) a statute or statutory provision include any amendment, extension or re-enactment of such statute or provision.

## **2. Licence**

**2.1** In consideration of the payment by the End User to the Licensor of the sum of £1 (receipt of which is hereby acknowledged), the Licensor grants to the End User a non-exclusive, non-transferable 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 in Clause 2.1 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 for Commercial Activity and/or any Competing Activity.

## **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:

- a) ensure that the Supplied Data is not copied, adapted varied or modified except to and only to the extent to which any of those acts are expressly permitted by this Licence;
- b) ensure that it does not use the Supplied Data for any Commercial Activity and/or for a Competing Activity.
- c) not use Supplied Data for any illegal, deceptive, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of Supplied Data or any person;
- d) use its best endeavours to use adequate technological and security measures Ordnance Survey or the

- Licensor may reasonably recommend from time to time, to ensure that all Supplied Data which the Licensor provides the End User and which the End User holds or is responsible for are secure from unauthorised use or access;
- e) notify the Licensor and/or Ordnance Survey as soon as it suspects any infringement or remedying any unauthorised use;
  - f) ensure that any copy protection measures are not altered;
  - g) include a background watermark to identify the source of the Supplied Data on any electronic copies of the Supplied Data at map scales of 1:10 000 or larger scale. The watermark must appear at least once and cover at least 10% of the map image reproduced;
  - h) ensure that acknowledgements of copyright and database right ownership are included in a conspicuous position in all copies of Supplied Data in compliance with the Style Guide; and
  - i) ensure that any Use of the Supplied Data must show the appropriate trade mark notations, which shall be notified to the End User by the Licensor, and shall not tamper with or remove any of the trade mark symbols or notices which are shown on any Supplied Data.
- 3.3** This End User Licence does not give the End User the right to sub-licence, distribute, sell or otherwise make available the Supplied Data to third parties save where expressly permitted in writing by the Licensor and Ordnance Survey.

- 3.4** The End User hereby assigns to the Licensor all present and future IPRs it owns in amendments or adaptations made to the Supplied Data or other original works produced in the course of undertaking the End User Purpose and irrevocably waives its moral rights.

## **4 Termination**

- 4.1** Either party may terminate this End User Licence with immediate effect at any time by giving notice to the other party in writing.
- 4.2** This End User Licence will terminate automatically with immediate effect in the event that the Licensor's licence with Ordnance Survey is terminated or expires.

The Licensor will inform the End User of such termination as soon as practicable following such termination.

- 4.3** In the event of termination or expiry of this End User Licence, the End User shall within 30 days of such termination or expiry destroy (or at Ordnance Survey's or the Licensor's option return) all the Supplied Data in any media which it holds or for which it is responsible (including any Supplied Data embedded in any other material) and provide at Ordnance Survey's or the Licensor's request, a sworn statement by a duly authorised person that it no longer holds any Supplied Data.
- 4.4** Those Clauses intended to survive termination or expiry (including, without limitation, Clauses 1 3.2 d) and e), 4.2 to 4.4, 5, 6, 8, 10, 11, and 12) shall continue in full force

and effect notwithstanding such termination or expiry.

## **5 Limitation**

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

- j) any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings);
- k) any loss of goodwill or reputation;
- l) 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 or its servants, agents or employees or for fraudulent misrepresentation.

**5.3** The Licensor and Ordnance Survey exclude to the fullest extent permissible by law all express or implied warranties.

**5.4** Subject to Clause 5.2, the Licensor's total liability in this Licence in aggregate shall not exceed any sum paid by the End User for the Supplied Data.

## **6 Indemnity**

**6.1** The End User shall indemnify and keep indemnified the Licensor and/or Ordnance Survey against all their liabilities and losses and all demands, liabilities, claims made, or proceedings brought, against the Licensor and/or Ordnance Survey 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 acts, omissions or defaults of the End User relating to this Licence or 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 Variation**

**7.1** The Licensor shall be entitled to vary this End User Licence with immediate effect by giving notice in writing to the End User.

**7.2** If the End User is not entitled to use specific Supplied Data as a result of the variation of this End User Licence in accordance with Clause 7.1, then this shall be treated as a termination in part in relation to that specific Supplied Data and the End User shall comply with an obligation equivalent to Clause 4.3 with respect to such Supplied Data.

## **8 Auditing**

**8.1** Upon Ordnance Survey's or the Licensor's written request, the End User shall provide written evidence of compliance with its obligations under this End User Licence.

**8.2** The End User shall maintain accurate and complete records of its

use of the Supplied Data. Ordnance Survey and/or the Licensor (and their respective representatives) have the right on reasonable notice during business hours to enter the End User's premises and to inspect and audit its systems, operations and all supporting documentation to ensure the End User's compliance with this End User Licence and to take copies of any necessary records. The End User shall, at its expense, make appropriate employees and facilities available to provide Ordnance Survey and/or the Licensor with all reasonable assistance to enable such inspection, auditing and copying to take place.

**8.3** The End User will comply with reasonable measure stipulated by Ordnance Survey or the Licensor as a result of any audit.

## **9 Assignment, subcontracting and sublicensing**

**9.1** Except as agreed in writing by Ordnance Survey, neither party is entitled to assign, licence, transfer or novate any of their rights and/or obligations under this End User Licence.

## **10 Contracts (Rights of Third Parties) Act 1999**

**10.1** Subject to Clause 10.2, a person who is not a party to this End User Licence has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this End User Licence.

**10.2** Ordnance Survey shall be entitled to the benefit of the terms of this End User Licence and the rights to enforce such terms under the Contracts (Rights of Third Parties) Act 1999.

## **11 Waiver**

**11.1** The waiver on a particular occasion by either party of rights under this End User Licence does not imply that other rights will be waived.

**11.2** No delay in exercising any right under this End User Licence shall constitute a waiver of such right.

## **12 Governing Law and Jurisdiction**

**12.1** This End User Licence is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the English courts.

## **Appendix 1 to the End User Licence**

### **Supplied Data**

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

## **Appendix 2 to the End User Licence**

### **End User Purpose**

- If the Supplied Data is derived in whole or in part from Ordnance Survey data you are only permitted to use and copy the Supplied Data if this supports the Delivery of Natural England's Strategic direction found on Natural England's website [www.naturalengland.org.uk](http://www.naturalengland.org.uk).
- When this licence expires or is terminated you must delete all the data, including copies that you have made, from all your systems and, unless otherwise advised in writing by us, confirm the actions have been taken.
- Such licensed use is only allowed until 31st March 2021 unless otherwise advised in writing by us.
- For avoidance of doubt, under this license you are not permitted to use the supplied Data for any other purpose including Commercial Purposes and or Competing Activities.

### **Copyright**

In addition to the copyright statement specified at 2f in the Natural England Terms of Use for Information and Data you should add the following text to your map: "Contains, or is derived from, information supplied by Ordnance Survey. © Crown copyright and database right [insert year of supply]. All rights reserved. Ordnance Survey Licence number 100022021." If you intend to incorporate Ordnance Survey base or derived data that has been separately sourced you should add the licence numbers for each source of data to the above statement.

### **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; and 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**"

### 1 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.

### 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 Purpose, but does not allow the End User to use Supplied Data for Commercial Purposes.
- 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 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.

3.3 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.

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 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.

### **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 INDEMNITY**

- 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:
- 5.2 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.
- 5.3 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.
- 5.4 The Licensor excludes any warranty that the Supplied Data is fit for any particular purpose.
- 5.5 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 Licensor excludes any warranty that the Supplied Data is fit for any particular purpose.
- 6.2 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.

- 6.3 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 sublicense 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 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.

## **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.

### **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.