

## 1 Licence

We (English Nature) grant you a non-exclusive non-transferable licence (without the right to sublicense) to copy and use the Data which is derived from Ordnance Survey data in accordance with the terms of this licence agreement.

You may only use the Data for your own internal business use, that is use of Data for the internal administration and operation of your business and not for any commercial purpose, and not for financial profit or gain. Financial gain would include any profit whether direct or indirect, or benefit from the use or publication of the Data in any form.

## 2 Intellectual Property Rights

Intellectual Property Rights in the Data are owned by the Crown and us. You shall not have any rights or interests in the Data other than as described in this licence. You must ensure that you protect and do not interfere with any trade names and Trade Marks that are in or accompany the Data.

All copies of the Data in whatever form must contain the following acknowledgement

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## 3 Restrictions

You may only use the Data for your internal business use. You must not sublicense, lend, transfer or otherwise dispose of the Data or this licence.

You must not sublicense, lend, sell, lease, assign, transfer or otherwise dispose of the Data or this licence.

You must not modify, alter, decompile, reverse engineer, or disassemble the Data beyond that which is necessary to allow the use of the Data within your system.

## 4 Promises

We promise that we have the power to grant this licence. However, you acknowledge that the data has not been prepared to meet your individual requirements and therefore it is provided to you on an **as is** basis. It is your responsibility to ensure that the data is fit for your intended use. To the fullest extent permitted by law we exclude any conditions or terms that may be implied by law.

We shall not in any event be liable for any indirect, special, consequential, or incidental losses or for loss of data, loss of profits, loss of or interruption to business whether arising in tort (including negligence) contract or otherwise. We do not attempt to exclude any liability that cannot be excluded. Excepting the above, our total and aggregate liability to you in contract, tort (including negligence) or otherwise

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will not at any time exceed an amount equal to the licence fee (if applicable) paid by you.

## **5 Term**

You are licensed to use the data for 5 years (Term). This licence will immediately terminate on termination of the licence between Ordnance Survey and English Nature, if such termination occurs prior to the end of the Term.

## **6 Termination**

We may terminate this licence at any time if any of the following events arises:

You breach any of the terms of this licence;

You become insolvent or bankrupt or cease to do business.

In the event of termination of this licence, you shall cease to use the Data and if we request, you shall immediately either return or destroy the Data. You will provide us with written confirmation of the action you have taken.

## **7 Rights of Third Parties**

Furthermore, we both agree that Ordnance Survey and the Controller of Her Majesty's Stationery Office shall benefit from the Contracts (Rights of Third Parties) Act 1999 so that Ordnance Survey can enforce its rights directly against you.

## **8 Law**

This will be governed by and construed in accordance with English law and both parties accept the exclusive jurisdiction of the English courts. If any part of this licence is held to be invalid, unenforceable, or illegal, we both agree that the remainder of the licence will stand.