



GIS Data Licensing Agreement (Terms & Conditions)

Please read these General Conditions; they are important. If you do not agree to these General Conditions do **NOT** use the data supplied.

- 1.1 Yorkshire Wildlife Trust (YWT) may change these Terms & Conditions, or our Privacy Policy at any time without giving you notice, so please check them when receiving data from us in the future. Additionally, we may add, change or remove additional terms at any time, but will give you written notice.
- 1.2 You must not use or attempt to use any of the information provided deliberately to damage the natural environment.

2 Intellectual Property Rights

- 2.1 All material, data and information provided by YWT are protected by copyright, database rights and other intellectual property rights.
- 2.2 Any product, report or publication relating to the data should acknowledge YWT for providing access to the data.
- 2.3 Some parts of the wildlife data supplied under this Agreement may be identified as being environmentally sensitive in nature. Your access to these sensitive aspects may be restricted. Where you are granted access to environmentally sensitive information you must not disseminate, deliberately compromise or otherwise infringe the confidentiality of such information.
- 2.4 If you intend to make any financial profit from use of the wildlife data provided under this Agreement or from any information products and material you derive, this must be stated explicitly in the data request. You may not make any financial profit from use of the wildlife data provided under this Agreement or from any information products and material you derive without YWT's written permission. Furthermore, you may not republish any of the data made available to you, or exploit it for commercial or academic research purposes without first obtaining written permission from YWT.

3 Data Protection and Privacy

- 3.1 We want to protect the privacy of our data suppliers and data users. Please read our Privacy Policy (available at www.ywt.org.uk or by written request to Yorkshire Wildlife Trust, 1 St Georges Place, York, YO24 1GN); it will help you to understand how we use your personal data. We may change our privacy policy at any time without giving you notice, so please check it regularly.
- 3.2 Whenever you give us personal data, you are consenting to its collection and use in accordance with our Privacy Policy



4 Accuracy of Information and Disclaimer

- 4.1 Any information and material we make available is provided in good faith and all reasonable efforts have been made to verify and validate the records. However, owing to the dynamic and judgemental nature of wildlife information, YWT disclaims, to the extent permitted by law, any responsibility for the accuracy or comprehensiveness of the data supplied, and accepts no liability for any indirect, consequential, or incidental damages or losses arising from use of the data.
- 4.2 If you find any inaccurate, out of date or incomplete information or material in the data provided, or if you suspect that something is an infringement of intellectual property rights, you must let us know immediately by contacting info@ywt.org.uk
- 4.3 You should independently verify any information and material supplied under this Agreement before relying upon it. Unless otherwise stated, the information and material provided are not intended to address any particular requirements; they do not constitute any form of advice or recommendation by YWT and are not intended to be relied upon when making (or refraining from making) any decision. The information and material provided are not substitutes for the exercise of professional judgement. If you are not qualified or experienced enough to make that judgement, you should take professional advice or contact YWT for further information and advice.
- 4.4 You are responsible for ensuring that your computer systems are suitable to securely store any information and material supplied under this Agreement. We do not warrant that any material supplied will be free from viruses or other code that might be harmful. You are responsible for implementing sufficient anti-virus and other security checks to ensure the accuracy of data input and output.

5 Yorkshire Wildlife Trust's Liability

- 5.1 We provide much of the information, data and material we hold free of charge. Whether or not we charge for it, it is provided on the basis that YWT has no liability for that information, data or material.
- 5.2 We have no liability for the inability of anyone to access and use the information or material supplied, and we do not warrant that data supply under this Agreement will operate without interruption.
- 5.3 We are not responsible for, and will have no liability for, any error or corruption or breach of security resulting from the transmission of any information or material over any telecommunications network.
- 5.4 We do not exclude or limit our liability for death or personal injury caused by our negligence or for any fraud on our part, or for any liability that cannot be excluded by law.
- 5.5 Subject to Condition 6.4, we will not be liable for any indirect or consequential loss, or for any loss of business, profit, revenue, goodwill or data, lost or wasted management time or the lost time of



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other employees arising from your use of any information or material supplied, or your inability to use it (whether that loss is direct or indirect).

- 5.6 All warranties, representations, terms, conditions and undertakings, whether implied by statute, common law, custom, trade usage, course of dealing or otherwise (including any implied warranty, representation, term, condition or undertaking of satisfactory quality or fitness for a particular purpose) are excluded to the fullest extent allowed by law by YWT and our data suppliers.
- 5.7 If the use of any information or material provided is unlawful in any jurisdiction (because of your nationality, residence or for some other reason), that information or material is not offered. If you are outside the United Kingdom you must satisfy yourself that you are lawfully able to use any such information and materials. We accept no liability, to the extent allowed by the law, for any costs, losses or damages resulting from or related to the access or attempted access of any information or materials by anyone outside the UK.

6 General

- 6.1 No delay, neglect or forbearance on the part of YWT in enforcing any of these General Conditions will be, or be deemed to be, a waiver. Nor will it prejudice any right of YWT.
- 6.2 If any of these General Conditions is (for any reason) held to be unenforceable, illegal or in some other way invalid, the unenforceable, illegal or invalid provision will not affect the remainder of these General Conditions; and they will continue in full force and effect.
- 6.3 These General Conditions are governed by English law and you agree to submit to the non-exclusive jurisdiction of the courts of England and Wales. The place of performance will be England.
- 6.4 No addition to or modification of any provision of these General Conditions will be binding on YWT unless made in writing and signed by their duly authorised representatives. "Writing" includes by e-mail.

7 Further Information

This data supply agreement has been prepared by and for the use of YWT, a company registered in England, under number 409650 and registered with the Charity Commission under number 210807. Our registered office is at: 1 St Georges Place, York, YO24 1GN, United Kingdom.

If you wish to raise any query, please contact: info@ywt.org.uk