

Public Sector End User Licence – INSPIRE

This End User Licence will take effect by one of the following methods, as applicable:

1. on click acceptance by you; or
2. where not click accepted, this End User Licence will be deemed to have been accepted by you upon accessing or using the Supplied Data.

Background:

The Licensor has created the Supplied Data using OS data. When licensing the Supplied Data to fulfil its obligations under the *INSPIRE Regulations 2009*, the Licensor's licence from OS requires the Licensor to license the Supplied Data on these terms.

1 Definitions

Licensor means the public body that has made Supplied Data available to you on the terms of this End User Licence.

OS means Ordnance Survey Limited, a company registered in England and Wales (company registration number 09121572) whose registered address is at Explorer House, Adanac Drive, SOUTHAMPTON, SO16 0AS.

Supplied Data means the data provided by the Licensor to you under the terms of this End User Licence.

2 Licence

- 2.1 The Licensor grants you a non-exclusive, non-transferable licence to use Supplied Data for personal, non-commercial use only (for the avoidance of doubt, this excludes use by you internally within your business). You may not sub-license, distribute, sell or otherwise make available any part of the Supplied Data to third parties, save where expressly permitted in writing by the Licensor and OS.
- 2.2 This Licence is limited specifically to the rights granted in Clause 2.1, and you shall not use the Supplied Data for any other purpose.

3 Your Obligations

- 3.1 You shall not alter or remove any of the OS copyright / database right notices and licence numbers which are shown on the Supplied Data.

4 Termination

- 4.1 This End User Licence will continue unless and until terminated by the Licensor or OS where you are in breach of this Licence.

5 Limitation

- 5.1 The Supplied Data is licensed 'as is' and the Licensor and OS exclude all representations, warranties, obligations and liabilities in relation to the Supplied Data to the maximum extent permitted by law.
- 5.2 Neither the Licensor nor OS shall be liable for any errors or omissions in the Supplied Data and, subject to Clause 5.3, shall not be liable for any loss, injury or damage of any kind caused by its use.
- 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.

6 Contracts (Rights of Third Parties) Act 1999

- 6.1 OS 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*.

7 Waiver

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

8 Governing Law and Jurisdiction

8.1 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.