

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 Data please contact any of the Teams whose details are provided at the end of these 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."
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.

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. The terms of the Ordnance Survey Derived Data Licence (Annex A) apply if the Data is derived in whole or in part from **Ordnance Survey** data and the Data is not considered to be complex derived data, i.e. it could not be used as a substitute for the product from which it was derived. If the data is considered to be complex derived data, i.e. it could be used as a substitute for the product from which it was derived, an alternative Ordnance Survey derived data licence will be issued with the data.
 - ii. 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."
 - iii. If the Data is derived in whole or in part from **UK Perspectives (UKP)** data the following statement should be added to all products:

"Derived from data © UK Perspectives under Licence Number 2005/02."
 - iv. 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."
 - v. 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."
 - vi. If the Data is derived in whole or in part from **Centre for Ecology and Hydrology (CEH)** data the following statement should be added to all products:

"Derived from data © Centre for Ecology and Hydrology and Crown Copyright."

- 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. Data under 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:

"Soil data © Cranfield University (NSRI) and for the Controller of HMSO [Year]"

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

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 Derived Data Licence

1. Licence

We (Natural England) 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

“© Crown Copyright. All rights reserved [year]”

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 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 Natural England, 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.