

## Standard Notice – Non-Commercial



### Information warning

We, the Environment Agency, do not promise that the information supplied to you will always be accurate, complete or up to date or that the information will provide any particular facilities or functions or be suitable for any particular purpose. You, the recipient of the information must ensure that the information meet your needs and are entirely responsible for the consequences of using the Information.

If an electronic format has been used, we do not promise that the media on which the information is provided will always be free from defects, computer viruses, worms, Trojan horses, software locks or other similar code of a destructive or unwelcome nature. You should carry out all necessary checks prior to loading the information on to your computer system. Please also note any specific information warning supplied to you.

### Permitted use

**The information is protected by intellectual property rights and whilst you have certain statutory rights which include the right to read the information, you are granted no additional use rights whatsoever except that you may optionally agree to the Licence set out below (but not for Third Party Information). To activate this Licence you do not need to contact us but if you make any use (such as copying) in excess of your statutory rights you are deemed to accept the terms below.**

## Licence for Non-Commercial use of the Information

### 1. Definitions

**“Contractor Use”** means passing of Information to a person (Contractor) who is contracted on commercial terms to provide services, and:

- use is limited to the purposes of that contract, and
- all terms of this licence are applied, and
- the Contractor does not pass the Information to any person other than the person contracting with them or a subcontractor who complies with these conditions

**“Information”** means the information supplied to you excluding anything that we have identified as Third Party Information

**“Commercial”** use means use that is not Public Task use that comprises:

- Internal Use for any purpose within a commercial body
- offering a product or service containing Information or derived information for direct monetary compensation such as the sale of a book or newsletter with a cover charge even if it does not cover all costs but not including a charge expressly permitted in respect of a Statutory Supply, or

offering a product or service by a commercial body, or by any other body where the charge is greater than cost recovery, which does not contain Information or derived information but which has used that information, thereby obtaining indirect monetary advantage such as provision of advice based on that information, or charging for advertising space in a product that includes that information

**“Non-Commercial”** use or purposes means use that is not Commercial

**“Public Task Use”** means use of Information or derived information:

- for internal use by a public sector body or a body that is subject to the Environmental Information Regulations 2004, or
- by a public sector body in products or services to other parts of EU and UK Government or public sector bodies, or
- by a public sector body in products or services to any body outside the UK where the supply is in pursuance of international treaties or conventions

provided that in each case of Public Task Use:

- all use (including that by any permitted recipient body) is for the public task Internal Use of that body, and
- any charge reflects only the additional marginal costs incurred in the provision of those products or services, and
- the use does not comprise publication in any format (including on the Internet)

**“Statutory Supply”** means a supply of information by a public sector body required under the Environmental Information Regulations 2004, the Freedom of Information Act 2000, the Data Protection Act 1998 or in other statutory provision requiring information to be supplied where recipients are limited to Internal Use

### 2. Licence and Use of Information

In consideration of the payment of our standard supply charges we hereby grant to you a non-transferable, non-exclusive, perpetual licence subject to the terms of this agreement to use the Information. This licence is given to you personally and not to anyone else

### 3. Your Obligations

- 3.1 You must not make any Commercial use of the Information other than Contractor Use
- 3.2 All copies you make must be attributed to us
- 3.3 If you wish to put the Information on a website you must either do so as a fixed image or screen grab or seek extra permission from us

- 3.4 Any Information that you supply to others must have a copy of this Notice attached and you must tell the recipient to comply with its terms

- 3.5 Any intended use of Information must not represent a risk of:

- being misleading to anyone you are allowed to pass the Information to,
- detriment to the Agency's ability to achieve its objectives, or
- detriment to the environment, including the risk of reduced future enhancement, or
- being prejudicial to the effective management of information held by the Agency, or
- damage to the Agency's reputation

### 4. Limitation of Liability

We will under no circumstance be liable for indirect, special, or consequential damages including any loss of business, revenue, profits, goodwill, reputation, anticipated savings or data in relation to your use of the information supplied to you. Nothing within this Agreement will operate to exclude any liability for death or personal injury arising as result of the negligence of the Environment Agency, or any of their employees or agents. Any implied promise or warranty is excluded as far as the law allows. Our maximum aggregate liability in connection with this agreement shall not exceed the total sum of one thousand pounds

### 5. Intellectual Property Rights

No Intellectual Property Rights are transferred or licensed to you save those which are expressly provided in this agreement

### 6. Assignment

You may not transfer or in any other way make over to any third party the benefit of this agreement either in whole or in part

### 7. Waiver

Failure by either of us to exercise or enforce any rights available to it, or any forbearance, delay or grant of indulgence, will not be construed as a waiver of rights under this agreement or otherwise

### 8. Entire agreement

This agreement constitutes the entire agreement between us and supersedes all oral or written agreements, representations, understandings or arrangements relating to its subject matter (whether previous, contemporaneous or future). You agree to waive any right to rescind this agreement by virtue of any misrepresentation and not to claim damages for any misrepresentation that is not fraudulent

### 9. Severance

If any part of the agreement is found by a court of competent jurisdiction or other competent authority to be unenforceable, then that part will be severed from the remainder of the agreement which will continue to be valid and enforceable to the fullest extent permitted by law

### 10. Variation and Termination

This agreement may not be amended, modified, varied or supplemented but it may if both of us agree be terminated or replaced by a new agreement

### 11. Relationship of Parties

We are not in a partnership or joint venture, nor is either of us the agent of the other or authorised to act on behalf of the other

### 12. Rights Of Third Parties

No third parties shall have rights to enforce any part of this agreement under the Contracts (Rights of Third Parties) Act 1999

### 13. Governing Law

This agreement shall be governed and construed in accordance with English law