

# Geospatial Readiness Assessment - Terms of Use

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By using the Online GRA, you confirm that you accept these terms of use (and documents referred to in them) and that you agree to comply with them.

If you do not agree to these terms of use, you must not use the Online GRA.

## 1 About Us

- 1.1 The Online GRA is made available to you by Ordnance Survey International Services Limited (company registration number 10201603) whose registered address is at Explorer House, Adanac Drive, SOUTHAMPTON, UK, SO16 0AS (we, us, our).
- 1.2 Our website is owned, provided and managed by our parent company, Ordnance Survey Limited, a company registered in England and Wales (company registration number 09121572) whose registered address is at Explorer House, Adanac Drive, SOUTHAMPTON, UK, SO16 0AS (**OS**)
- 1.3 Our Privacy Policy (https://www.ordnancesurvey.co.uk/privacy) sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Online GRA, you consent to such processing, acknowledge that we shall appoint Ordnance Survey Limited to process personal data you submit to us and warrant that all data provided by you is accurate.
- 1.4 Our Cookie Policy (https://www.ordnancesurvey.co.uk/cookies) sets out information about the cookies on our website.

#### 2 Changes to these terms or our website

- 2.1 We may revise these terms or any other terms on our website at any time.
- 2.2 Please check this page from time to time to take note of any changes we make, as they are binding.
- 2.3 We may update our website from time to time, and may change the content at any time. However, please note that any of the content on our website may be out of date at any given time, and we are under no obligation to update it.
- 2.4 We do not guarantee that our website, or any content on it, will be free from errors or omissions.

## 3 Your use of the Online GRA and intellectual property rights

- 3.1 We grant to you a non-exclusive, non-sub-licensable, non-transferrable, revocable licence to use the output of the Online GRA, which we shall email to you in PDF form, for your internal non-commercial business use. You may copy, print and share such information for your internal non-commercial use. You may not otherwise reproduce, copy, modify, reverse-engineer, download, transmit, make publicly available (except by linking) or in any way commercially exploit the output of the Online GRA or the content on our website.
- 3.2 We (or, where applicable, our licensors) own the intellectual property rights in the Online GRA and its output. All rights not expressly granted are reserved to us and our licensors.
- 3.3 You acknowledge that the Online GRA is provided free of charge and on an 'as is' basis (unless you elect for a paid for assessment or service under a separate agreement) and, other than as set out below, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded. The output of the Online GRA is dependent on the information you provide, and it is your responsibility to ensure that such information is accurate.

### 4 Availability of the Online GRA

- 4.1 We may suspend or restrict access to the Online GRA at any time and for any reason, including but not limited to repairs, planned maintenance or upgrades.
- 4.2 We do not guarantee that the Online GRA, or any content on our website, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our website (including to the Online GRA) without notice. We will not be liable to you if for any reason our website or Online GRA is unavailable at any time or for any period.
- 4.3 The Online GRA and its output is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the Online GRA and its output.
- 4.4 Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or upto-date.

#### 5 Warranties and Liabilities

- 5.1 Nothing in these terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 5.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Online GRA and its output, whether express or implied.
- 5.3 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - 5.3.1 use of, or inability to use, the Online GRA; or
  - 5.3.2 use of or reliance on the output of the Online GRA; or
  - 5.3.3 any indirect or consequential loss or damage.
- 5.4 If you are a business or government user, please note that in particular, we will not be liable for:
  - 5.4.1 loss of profits, sales, business, or revenue;
  - 5.4.2 business interruption;
  - 5.4.3 loss of anticipated savings;
  - 5.4.4 loss of business opportunity, goodwill or reputation.

# 6 General

These terms are governed by English law. You and we both agree to that the courts of England and Wales will have exclusive jurisdiction.

## 7 Contact us

You can contact us by writing to Explorer House, Adanac Drive, SOUTHAMPTON, UK, SO16 0AS or by email at internationalenquiries@os.uk.

Thank you for visiting our website and using the Online GRA.