****INSPIRE End User Licence

This End User Licence (**End User Licence**) is made between:

(1) The public body that is making Supplied Data available to you on the terms of this End User Licence (**Licensor**); and

(2) [End User] (**you**).

**Background:**

1. The Licensor and OS have entered into a licence agreement under which the Licensor is licensed by OS to receive and use the Supplied Data (as defined below).
2. When licensing the Supplied Data to fulfil its obligations under the *INSPIRE Regulations 2009*, the licence agreement between the Licensor and OS requires the Licensor to license the Supplied Data to you on the terms of this End User Licence.

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

1. on click acceptance by you; or

2. if not click accepted, this End User Licence will be deemed to have been accepted by you upon you first accessing or using the Supplied Data.

Definitions

**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.

**Term** means the period from and including the date this End User Licence is accepted by you to the earlier of the date on which the End User Purpose is fulfilled or the date on which this End User Licence is terminated in accordance with its terms.

Licence

In consideration of the mutual promises described in this Licence 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.

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.

Your Obligations

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

Termination

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

Limitation

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.

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.

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.

Confidentiality

## The Licensor and you acknowledge and agree that:

### a) the Supplied Data;

### b) the terms of this End User Licence; and

### c) any information that is marked or identified as confidential, or that would reasonably be considered to be confidential in nature, that relates to the affairs of a party,

### (together, Confidential Information) is the confidential information of both the Licensor and OS.

## With regards to the Confidential Information, you shall:

### a) keep the Confidential Information secure, and not disclose it to any third party without the express prior written consent of both the Licensor and OS; and

### b) notify the Licensor without delay of any unauthorised use, copying or disclosure of the other’s Confidential Information of which it becomes aware and provide all reasonable assistance to the other to stop such unauthorised use, copying and/or disclosure.

Third party rights

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* or the *Contracts (Third Party Rights)(Scotland) Act 2017* (as applicable).

Waiver

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.

Governing Law and Jurisdiction

[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.][[1]](#footnote-1)

[This End User Licence is governed by the laws of Scotland and both parties submit to the exclusive jurisdiction of the Scottish courts.][[2]](#footnote-2)

1. Use where the Licensor is English or Welsh. [↑](#footnote-ref-1)
2. Use where the Licensor is Scottish. [↑](#footnote-ref-2)