

## **Terms and conditions of use of data held by the Canal & River Trust**

You are free to use the Data provided to You by the Canal & River Trust (“the Trust”) subject to a few conditions.

### **1. Definitions**

“Commercial Purpose” includes-

- a. offering a product or service containing information or derived information for direct monetary compensation, such as the sale of a book; or
- b. 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 from the Data but which has used that Data, thereby obtaining indirect monetary compensation such as provision of advice based on that Data, or charging for advertising space in a product that includes that Data.

“Data” means data or information protected by copyright or by database rights belonging to the Trust;

“Licence” means these terms and conditions;

“Users” means persons in receipt of Data belonging to the Trust ; and

“You” means the natural or legal person, or body of persons corporate or incorporate, acquiring rights under this Licence.

### **2. Intellectual Property rights and the use of data on the Trust’s websites**

2.1 The Trust grants You a worldwide, royalty-free, perpetual, non-exclusive licence to use the Data subject to the conditions below.

2.2 You are free to:

2.2.1 copy, publish, distribute and transmit the Data;

2.2.2 adapt, transform and build upon the Data; and

2.2.3 produce works from the Data

in accordance with the terms and conditions of this Licence.

2.3 You must, where you do any of the above:

2.3.1 acknowledge the source of the unamended Data by including any attribution statement specified by the Trust as appropriate and as follows:

2.3.1.1 For the Trust’s Data:

© The Canal & River Trust copyright and database rights reserved [insert year]

2.3.1.2 Where Ordnance Survey data is used :

© Ordnance Survey Crown copyright. All rights reserved [insert year]

2.3.1.3 Where Royal Mail data is used:

© Royal Mail copyright and database rights [insert year]

providing a copy of :

- a) this licence for the Trust's Data;
- b) the OS End User Licence where Ordnance Survey data is used; and
- c) the Royal Mail Licence where Royal Mail data is used,

and inform Your Users or anyone else that You pass the Data onto to abide by these terms and conditions.

2.3.2 ensure that you do not use the Information in a way that suggests any official status or that the Trust endorses You or Your Use of the Data;

2.3.3 ensure that Your Use of the Data does not breach the Data Protection Act 1998 or the Privacy and Electronic Communications (EC Directive) Regulations 2003 or any other relevant legislation; and

2.3.4 ensure that any intended use of the Data does not represent a risk of being misleading to anyone You pass the Data onto, or be damaging to the Trust's reputation.

### **3. Exemptions**

3.1 This licence does not permit the use of:

3.1.1 personal data in the Data;

3.1.2 the Trust logos, except where permitted in writing by the Trust;

3.1.3 third party rights that the Trust is not authorised to license;

3.1.4 Data for or in connection with or for the direct or indirect benefit of any Commercial Purpose; and

3.1.5 Data subject to other third party intellectual property rights, including patents, trademarks, and design rights.

### **4. No warranty**

4.1 The Data supplied by the Trust is for general information purposes only and may include information provided to the Trust by third parties. Whilst the Trust endeavours to keep the Data accurate and up to date, the Trust makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Data for any particular purpose. Any reliance You place on the Data is strictly at Your own risk.

4.2 The Trust does not promise that the media on which the Data has been provided will always be free from defects, computer viruses, worms, trojan horses, software locks or other similar

code of a destructive or unwelcome nature. The recipient of the Data should carry out all necessary checks prior to loading the Data onto its computer system.

- 4.3 You are also required to note any specific information warning given to You about Data which is supplied to You by the Trust.

## **5. Limit of liability**

- 5.1 In no event will the Trust be liable for any loss or damage, including without limitation, indirect or consequential or special loss or damage at all (including but not limited to loss of business, contracts or anticipated savings, loss of use, opportunity, reputation or goodwill) whatsoever arising out of, or in connection, with the Data that has been sent to you.

- 5.2 The Trust does not guarantee the continued supply of the Data.

## **6. Governing Law**

This licence shall be governed and construed in accordance with the law of England and Wales, and any dispute arising between the Trust and You shall be subject to the exclusive jurisdiction of the English courts save that nothing in this clause shall prevent or restrict the Trust from pursuing injunctive relief from courts in other jurisdictions in respect of which the Trust might otherwise be entitled.

**By using the Data, You agree to abide by the terms and conditions of this Licence. If you do not accept these terms and conditions, then please do not Use the Data.**

**If You do not abide by these terms and conditions and those of the Ordnance Survey and Royal Mail data licences, then you may be in breach of contract, copyright and database law, and the Trust reserves the right to take action against You as appropriate and the rights granted to You under this licence will end automatically. You will be required to return all Data in your possession and/or delete such Data that is stored on digital equipment.**

This is version 1.0 of the Canal & River Trust's terms and conditions of use of Data held by The Canal & River Trust. The Trust may, from time to time, issue new versions of this Licence.

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