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Agreement Number 2019/xxx

Infiltration SuDS Map Viewer (Subscription Service): Terms and conditions

The Service

Access to the **SuDS Infiltration Map dataset for Great Britain 'the Dataset'** via a Beta version of a web-extranet platform.

Service Provider

The British Geological Survey (BGS), a component body of United Kingdom Research and Innovation ("UKRI").

Subscribing Organisation

ENTER NAME OF SUBSCRIBING ORGANISATION

Term

ENTER TERM DATES

Conditions of use & limitations of the SuDS Dataset accessed via the Service by the Subscribing Organisation

- Ownership of the copyright and any other intellectual property rights in the Service is vested in UKRI. Ownership of the copyright and any other intellectual property rights in the Dataset is vested in UKRI, the Environment Agency and the Ordnance Survey.
- The Dataset has been developed at 1:50 000 scale and must not be used at larger scales.
- The Dataset is based on, and therefore limited to, an interpretation of the records in possession of the British Geological Survey at the time the Dataset was created.
- The Dataset does not represent a complete list of factors that should be considered when designing infiltration SuDS. For example, the dataset does not consider the following mitigating factors:
 - previous land use;
 - presence of contaminated land;
 - potential for perched water tables;
 - shallow mining hazards relating to coal mining;
 - made ground, where not recorded, and
 - zones around private water supply boreholes that are susceptible to groundwater contamination.
- As a result of the above, other more specific and detailed information may be held by BGS and an assessment of this could result in a different outcome.
- The Dataset may also under-represent some hazards, for example:
 - shallow mining hazards in areas that are not typically mined, or are subject to artisan mining
 - landslide hazards in some coastal areas



- an indication of potential natural ground instability does not necessarily mean that a location will be affected by ground movement or subsidence. Such an assessment can only be made by inspection of the area by a qualified professional
- The Dataset is not an alternative for a detailed site investigation or for infiltration testing, either of which may provide a different result.
- The Dataset must not be used to justify the disposal of foul waste or grey water.

Service Details

- No transfer of the ownership of any intellectual property rights in the Dataset or Service arises from or is implied by the terms stated in this document.
- One set of login details can be used by any one member of staff within the Subscribing Organisation at any one time. If a second login is attempted using the same details, the second user will be warned that continuation will result in the first user being logged out. The second user can decide whether to try again later or terminate the first user's session.
- A user will be automatically logged out of the Service after any 20-minute period of inactivity; and the Dataset will no longer load. To renew the session, reload the extranet page and login.
- A Subscribing Organisation's access to the Service may be suspended if:
 - (i) Any agreed Fee payable in connection with the Service is not paid within the UKRI's standard payment terms of 30 days from issue of invoice - BGS will reinstate access to the service upon receipt of full payment of the agreed Fee; or
 - (ii) BGS suspects that there has been unauthorised third party use of the Service/Dataset under the Subscribing Organisation's login details. BGS will make efforts to contact the Subscribing Organisation before suspending membership but reserves the right to immediately suspend membership to the extent reasonably required to ensure further unauthorised access is prevented. BGS will reinstate access to the service once it can reasonably be established that the Subscribing Organisation was unaware of and not responsible for the unauthorised access.
- BGS reserves the right to monitor usage of the Service/Datasets by a Subscribing Organisation, for the purpose of detecting unauthorised activity in relation to usage of the Service/Dataset or unreasonable usage of the Service/Dataset and for internal statistical reporting purposes. BGS is subject to the Data Protection Act 2018 and will treat any personal information (which means data from which individuals can be identified, including name, address, e-mail address and the like) that are provided to BGS in accordance with the provisions of that legislation. BGS is also subject to the Freedom of Information Act 2000 and Environmental Information Regulations 2004, which require BGS to make certain information available to members of the public on request. Wherever possible, and in accordance with any applicable Code of Practice issued with the legislation, BGS will consult with the Subscribing Organisation before making any disclosure of information relating to its activities in connection with the Service pursuant to the legislation.
- Whilst no quality of service regarding performance or availability is guaranteed for the Service, our target is to provide 99% uptime for the service and to fulfil all map requests within a maximum of five seconds. It should be noted that any problems with the service will only be addressed during BGS's normal office hours.

Commercial Work & Reproduction of images derived from the Infiltration SuDS Map

- The Service and Dataset can be used in connection with consultancy services that the Subscribing Organisation is commissioned to undertake; but any such commercial usage is restricted to exclude use in connection with any commercial printed, electronic or digital product which has a list/cover price and/or which would be sold independently from the provision of any consultancy service.
- Reproducing extracts from the Dataset is prohibited except that, in relation to the usage permitted under these Terms and Conditions, Map excerpts of less than 200 x 150 mm can be reproduced in analogue or non-queryable electronic format (e.g. appropriately secured .PDF format from which it is not possible to:
 - (i) reverse-engineer back to, or to decompile, the Dataset; and/or
 - (ii) print or download the reproduced excerpts independently from the document), as long as the data source is acknowledged.

- The data source should be acknowledged as “©UKRI and Environment Agency 2013. Contains Ordnance Survey data © Crown copyright and database right 2013”.

Subscribing Organisation’s Responsibility

- It is the responsibility of the Subscribing Organisation to ensure that these terms and conditions are distributed, accepted and adhered to by all users of the Service within the Subscribing Organisation.
- This is a Beta version of the Service, for which BGS provides no warranty. It is therefore used by you ‘at risk’. Neither the UKRI nor its employees accept any liability in respect of loss, damage, injury or any other occurrence arising from the provision or use of the Dataset or Service, nor for any reliance on Results arising out of use of the Dataset or Service.

Termination

- The Subscribing Organisation’s access to the Service will terminate on expiry of the Term, unless an extension to the Term is mutually agreed between the Parties prior to the expiry of the Term and subject to the fee for extending the term prevailing at the time of extension.
- Access to the Service may be terminated:
 - (i) By either Party with immediate effect, by giving notice to the other Party if the other Party is in breach of any of these Terms and Conditions and (if it is capable of remedy) the breach has not been remedied within 30 days after the first Party’s notice specifying the breach and requiring its remedy; or
 - (ii) By BGS giving the Subscribing Organisation 90 days notice in writing of its intent to terminate the access to the Service. Under these circumstances BGS will refund the Subscribing Party the Fee on a pro rata basis for the balance of the Term from the date of termination.

Fees payable

The Subscribing Organisation agrees that the Fee payable to the Service Provider in consideration for accessing the Service under **x** set(s) of login details during the Term is **FEE TO BE ENTERED** + VAT.

UNDERTAKING

The undersigned undertakes to accept the terms and conditions of Service as detailed above.

For and on behalf of Organisation name

For and on behalf of **Organisation name**

Signed: _____

Name: _____

Date: _____

Please sign and return to:

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