

Lancashire Environment Record Network

Commercial End-user licence for Lancashire Environment Record Network data

This End User Licence will be deemed to have been accepted by you upon accessing or using the Supplied Data.

1. Definitions

In this licence the terms below have the following meanings:

'LERN'

means Lancashire County Council, acting through Lancashire Environment Record Network whose principal place of business is PO Box 100, County Hall, Preston. PR1 0LD

'Information'

means information protected by copyright or by database right (for example, literary and artistic works, content, data and source code) offered for use under the terms of this licence.

'Information Provider'

means the person or organisation providing the Information under this licence.

'Licensor'

means any Information Provider which has the authority to offer Information under the terms of this licence or the Controller of Her Majesty's Stationery Office, who has the authority to offer Information subject to Crown copyright and Crown database rights and Information subject to copyright and database right that has been assigned to or acquired by the Crown, under the terms of this licence.

'Non-Commercial purposes'

means not intended for or directed toward commercial advantage or private monetary compensation. For the purposes of this licence, 'private monetary compensation' does not include the exchange of the Information for other copyrighted works by means of digital file-sharing or otherwise provided there is no payment of any monetary compensation in connection with the exchange of the Information.

‘Use’

as a verb, means doing any act which is restricted by copyright or database right, whether in the original medium or in any other medium, and includes without limitation distributing, copying, adapting, modifying as may be technically necessary to use it in a different mode or format.

‘You’

means the natural or legal person, or body of persons corporate or incorporate, acquiring rights under this licence.

2. Licence

- 2.1 Lancashire County Council (LERN) grants the re-user a non-exclusive, non-transferrable licence to use the data supplied only for the purposes (Project Title) specified at the time of the request.
- 2.2 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.

3. Assignment and Sub-licensing

- 3.1 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 LERN.
- 3.2 Where the re-user sub-contracts work which requires use of the information by another person or organisation (the Contractor), the information may be supplied under the following conditions:
 - a. The Contractor shall be bound by the same obligations as the re-user under this licence;
 - b. The Contractor shall not be granted the right to grant rights in the information to any other person or organisation;
 - c. The Contractor shall have no right to retain the information once the period of the sub-contract has expired.

4. Warranties

- 4.1 Lancashire County Council does not warrant that the information covered by the licence will meet the requirements of the re-user or will be accurate.

5. Acknowledgment and Attribution

- 5.1 The re-user shall provide an acknowledgment or attribution statement of the source:

In documents:

Information provided by Lancashire Environment Record Network has been collated from many sources. LERN is grateful for the assistance given by the organizations and individual naturalists who live and work in, and visit Lancashire.

And on maps:

© Lancashire Environment Record Network *insert year*.

6. Personal and Statistical Data

- 6.1 The re-user confirms that they will use any personal and statistical data in accordance with the relevant UK legislation, including the Data Protection Act 1998.

7. Charges

- 7.1 The re-user shall be responsible for paying the sums detailed at Schedule 1 (Fee) of the licence which are calculated in accordance with the standard fees published by the public sector body for the re-use of information of this type.
- 7.2 All payments shall be made within 30 days of the date of invoice. All payments shall be subject to the payment of value added tax at the appropriate rate.

8. Changes to this Licence

- 8.1 Any changes to the terms of this licence are subject to the agreement of both the public sector body and the re-user.

9. Period of the Licence

- 9.1 This licence shall remain in force for one year from the date of this licence.

10. Termination of Licence

- 10.1 Each party reserves the right to terminate this licence if there is a material breach of any of the terms and the breach is not remedied within 14 days of notification of the nature of the breach.

11. Governing Law

- 11.1 This licence is made under the laws of England and Wales and comes under the exclusive jurisdiction of the courts of England and Wales.