

# Data sharing terms and conditions

## The Terms

1. These terms of use (the “Terms”) provide you with the terms on which North Norfolk District Council (“we”) provides you with access to Data.
2. By accessing, downloading, or using the Data, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not access, download or use the Data.
3. We may revise [these Terms](#) at any time by amending this page. You should check back regularly to ensure you are familiar with the updated Terms.
4. ‘Data’ means all data made available to you including but not limited to GIS shape files, PDFs, spreadsheets, tables, and databases.
5. ‘Manipulated Data’ means to combine or aggregate the Data (wholly or in part) with other data or information, or to adapt the original Data (wholly or in part).
6. Breach of these Terms may result in us taking legal action to recover monetary damages or stop you using Data or Manipulated Data. You could pay legal costs.
7. Where our Data contains links to other sites and resources provided by third parties, we have no control over the content of those sites or resources.
8. These Terms do not grant you any right to use the information in a way that suggests any official status or that we endorse you or your use of the Data.

## Acceptable use

9. You may:
  - access and view the Data and manipulate copies of the Data that you make on your own system
  - store the Data and Manipulated Data
  - publish and distribute the Data and Manipulated Data provided that you always, (i) use the data in the ordinary course of your business, (ii) do not resell the data to a third party or make any commercial gain directly from the provision of the data to a third party, and (iii) acknowledge the source of the Data and the Manipulated Data when you use it by including any attribution statement communicated to you by us
  - be subject to any special conditions contained within the Data Sharing Details Form which will take precedence over any general terms in these terms and conditions

10. You must not:

- use the Data in any way that causes damage to the Data or impairs the performance or availability of the Data
- use the Data in a way that is unlawful, illegal, fraudulent, harmful, obscene, offensive, defamatory, damages a brand or its rights, or brings us or our licensors into disrepute
- use the Data as a conduit for malware, hack into our site, its server, or a computer or database connected to our Data

11. For the avoidance of doubt, the licence to the Data does not authorise you to use the North Norfolk District Council logo or any third-party logo contained in the Data.

### Availability of the Data

12. The Data is made available free of charge. We reserve the right to charge for the Data and will discuss this with you in advance of any Data being provided.

13. We may at any time change, update, or remove the Data. It is your responsibility to ensure you obtain any updates, new versions, or revised URLs for the Data (to the extent that there are any). We are under no obligation to provide you with any such updates, revisions, or alternatives.

14. We do not guarantee that the Data will always be available. We may suspend, withdraw, discontinue, or change all or any part of the Data without notice. We will not be liable to you if for any reason the Data is unavailable at any time or for any period.

15. You are responsible for configuring your information technology, computer hardware, and software to access the Data. You should use your own virus protection software.

### No reliance on information

16. You acknowledge that the Data has not been prepared to meet your individual requirements. Content is for general information only and does not constitute advice. Take professional or specialist advice before acting based on content from our Data.

17. We try to update the Data made available but we make no representations, warranties, or guarantees content is accurate, complete, up-to-date, or fit for any particular purpose.

18. We do not guarantee that the Data will be secure or free from bugs or viruses.

### Limitation of our liability

19. We do not exclude or limit liability for death or personal injury arising from negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

20. We will not be liable to you or any user for any direct, indirect or consequential loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with these Terms or the Data.

## General data licence

21. The Data is protected by copyright and database laws and treaties around the world, and all such rights are reserved. We are the owner or licensee of all intellectual property rights in the Data.

22. We grant you a non-exclusive, non-transferable, royalty-free, revocable licence to access, download, or use the Data, subject to the conditions set out in these Terms.

## Termination of the licence

23. We reserve the right to terminate the licence granted in these Terms at any time.

24. If you act in breach of any provision of these Terms, the licence herein granted will cease immediately and you must cease using the Data or Manipulated Data, and at our option, return or destroy the Data or Manipulated Data or any copies of the Data or Manipulated Data you have made.

## Applicable law

25. These Terms and any dispute or claim arising out of, or in connection with, their subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and Wales.

26. The courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, these Terms, or their subject matter, or formation (including non-contractual disputes or claims).

## Contact us

27. To contact us please email [data.protection@north-norfolk.gov.uk](mailto:data.protection@north-norfolk.gov.uk)