

English Heritage is able to license the use of a number of its spatial data sets for use in Geographic Information Systems (GIS) ("English Heritage GIS Data") for commercial and non-commercial use.

- 1. Subject to the terms below, you are now granted a worldwide, perpetual, non-exclusive licence to use this English Heritage GIS Data. You may:
- copy, publish, distribute and transmit the English Heritage GIS Data
- adapt or modify the English Heritage GIS Data
- exploit the English Heritage GIS Data commercially for example by combining it with other information or by including it in your own product or application.
- 2. You must always use the following attribution statements to acknowledge the source of the information:

# © English Heritage [year]. Contains Ordnance Survey data © Crown copyright and database right [year]

The English Heritage GIS Data contained in this material was obtained on [date]. The most publicly available up to date English Heritage GIS Data can be obtained from http://www.english-heritage.org.uk.

- 3. The same requirement for an attribution statement must be contained in any sublicences of the English Heritage GIS Data that you grant, together with a requirement that any further sub-licences do the same.
- 4. You must ensure that you do not use the English Heritage GIS Data in a way which suggests any official status or that English Heritage has endorsed you or your use of the English Heritage GIS Data.
- 5. The English Heritage GIS Data must not be used for purposes which may lead to damage to archaeological sites, historic buildings and landscapes.
- 6. You must not mislead others or misrepresent the English Heritage GIS Data or its source.
- 7. This licence does not give you permission to use any English Heritage trade marks or logos.
- 8. You must ensure your use of the English Heritage GIS Data complies with the Data Protection Act 1998 or the Privacy and Electronic Communications (EC Directive) Regulations 2003.
- 9. The English Heritage GIS Data is updated on a regular basis. It is current only to the date of the dataset as given on the downloadable data.
- 10. All intellectual proprietary rights in this English Heritage GIS Data and the documentation remain vested in English Heritage and its licensors. Where Ordnance

Survey base mapping has been used to create certain English Heritage GIS Data, Ordnance Survey claims Intellectual Property Rights in the data. As such, English Heritage GIS Data is subject to the terms of the Ordnance Survey Open Data Licence – a copy of which is attached.

- 11. Spatial data is provided solely to indicate the location of the designated area. The spatial data for listed buildings does not indicate the extent of a listing or the curtilage.
- 12. The English Heritage GIS Data is licensed 'as is' and English Heritage excludes all representations, warranties, obligations and liabilities in relation to the English Heritage GIS Data to the maximum extent permitted by law.
- 13. English Heritage will not be liable (whether directly or indirectly) for any loss or damages arising out of or in connection with any use of the English Heritage GIS Data, any infringement of third party intellectual property rights or any decisions made on the basis of this data.
- 14. English Heritage is not liable for any errors or omissions in the English Heritage GIS Data and shall not be liable for any loss, injury or damage of any kind caused by its use. English Heritage does not guarantee the continued supply of the English Heritage GIS Data.
- 15. Nothing in this licence shall exclude English Heritage's liability for death or personal injury caused by negligence, or for fraud.
- 16. English Heritage may terminate this licence if you are in material breach of its terms and fail to remedy any breach (if capable of remedy) within 14 days of being notified by English Heritage. If English Heritage does terminate this licence you must immediately stop all use of the English Heritage GIS Data and terminate any sub-licences of the material containing the English Heritage GIS Data.
- 17. A person who is not a party to this licence shall not have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 18. This licence (including any non-contractual disputes) is governed by, and will be construed in accordance with, English law and the exclusive jurisdiction of the English courts.

# Ordnance Survey Open Data Licence



You must always use the following attribution statements to acknowledge the source of the information:

# © English Heritage [year]. Contains Ordnance Survey data © Crown copyright and database right [year]

The same attribution statements must be contained in any sub-licences of the Information that you grant, together with a requirement that any further sub-licences do the same.





You are encouraged to use and re-use the Information that is available under this licence, the Open Government Licence, freely and flexibly, with only a few conditions.

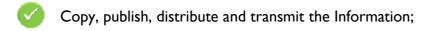
## Using information under this licence

Use of copyright and database right material expressly made available under this licence (the 'Information') indicates your acceptance of the terms and conditions below.

The Licensor grants you a worldwide, royalty-free, perpetual, non-exclusive licence to use the Information subject to the conditions below.

This licence does not affect your freedom under fair dealing or fair use or any other copyright or database right exceptions and limitations.

#### You are free to:



- Adapt the Information;
- Exploit the Information commercially for example, by combining it with other Information, or by including it in your own product or application.

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



Acknowledge the source of the Information by including the attribution statement specified at the head of this document and, where possible, provide a link to this licence;



Ensure that you do not use the Information in a way that suggests any official status or that the Information Provider endorses you or your use of the Information;



Ensure that you do not mislead others or misrepresent the Information or its source;



Ensure that your use of the Information does not breach the Data Protection Act 1998 or the Privacy and Electronic Communications (EC Directive) Regulations 2003.

These are important conditions of this licence and if you fail to comply with them the rights granted to you under this licence, or any similar licence granted by the Licensor, will end automatically.



## **Exemptions**

This licence does not cover the use of:

- Personal data in the Information:
- Information that has neither been published nor disclosed under information access legislation (including the Freedom of Information Acts for the UK and Scotland) by or with the consent of the Information Provider;
- Departmental or public sector organisation logos, crests and the Royal Arms except where they form an integral part of a document or dataset;
- Military insignia;
- Third party rights the Information Provider is not authorised to license;
- Information subject to other intellectual property rights, including patents, trademarks, and design rights;
- Identity documents such as the British Passport.

# No warranty

The Information is licensed 'as is' and the Information Provider excludes all representations, warranties, obligations and liabilities in relation to the Information to the maximum extent permitted by law.

The Information Provider is not liable for any errors or omissions in the Information and shall not be liable for any loss, injury or damage of any kind caused by its use. The Information Provider does not guarantee the continued supply of the Information.

#### **Governing Law**

This licence is governed by the laws of the jurisdiction in which the Information Provider has its principal place of business, unless otherwise specified by the Information Provider.

#### **Definitions**

In this licence, the terms below have the following meanings:

'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.

**'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.

#### **About the Open Government Licence**

The Controller of Her Majesty's Stationery Office (HMSO) has developed this licence as a tool to enable Information Providers in the public sector to license the use and re-use of their Information under a common open licence. The Controller invites public sector bodies owning their own copyright and database rights to permit the use of their Information under this licence.

The Controller of HMSO has authority to license Information subject to copyright and database right owned by the Crown. The extent of the Controller's offer to license this Information under the terms of this licence is set out in the **UK Government Licensing Framework**.

This is version 1.0 of the Open Government Licence. The Controller of HMSO may, from time to time, issue new versions of the Open Government Licence. However, you may continue to use Information licensed under this version should you wish to do so.

These terms have been aligned to be interoperable with any Creative Commons Attribution Licence, which covers copyright, and Open Data Commons Attribution License, which covers database rights and applicable copyrights.

Further context, best practice and guidance can be found in the **UK Government Licensing**Framework section on The National Archives website.