

## **Street Manager Terms and Conditions**

These terms and conditions apply to anyone using the Street Manager digital service, whether this is via the user interface or via an Advanced Programming Interface (API).

Each user of Street Manager will need to be aware of and agree to the relevant subsection of this terms and conditions document that applies to their use-case.

The primary contact can agree to these terms and conditions on behalf of an organisation as well as themselves.

Access to and use of Street Manager is provided on the basis that you agree to the following conditions of use. Access will be denied to any user who fails to comply with these conditions.

Street Manager must only be accessed by those who are authorised and have a need to access the content.

Street Manager will only be accessible in browsers that are compatible with Street Manager.

You must not disclose your individual or organisation's login or password details to anyone else.

The Intellectual Property Rights in Street Manager belong to Crown Copyright and will be enforced in the event of infringement.

The Department for Transport (DfT) will update Street Manager as part of its commitment to continuous service improvement.

The relevant regulations set out the process for electronic communications in cases where the Street Manager service is unavailable. The DfT will keep a record of system downtime and will publish this. DfT will also provide a definition of what can constitute downtime.

### **For Primary Contacts**

I accept my organisation's responsibilities as joint data-controller and will respond to any Freedom of Information requests, Individual Rights Requests or otherwise that apply to the data, users from my organisation have supplied.

I agree that the Department for Transport can act as joint data-controller for the purposes of the data included in street manager.

I agree my organisation will pay invoices sent by the DfT for use of Street Manager within 30 days of receipt of the invoice. An extension of this 30 day time limit is permissible, by exception and with DfT agreement, on a case by case basis.

#### For Primary Contacts: Data sharing

I agree that data submitted by my organisation or contractors working on behalf of my organisation can be shared with other users of Street Manager.

I agree that a sub-set of the data can be published on open data platforms and used by data customers. No personal data will be published. The sub-set of data published for open data purposes includes, but is not limited to, the location and duration of the works, the type of work, the level of carriageway or footway restriction and the name of the organisation promoting the work.

I agree that DfT can use data stored in Street Manager for analysis purposes to inform future policy development. Certain aggregated data sets can be published via statistical releases or in Impact Assessments. Individual organisations will not be named.

Data downloaded by users from Street Manager, regardless of any processing it is subjected to, cannot be sold or otherwise used for commercial gain, unless the data is taken from the open data API.

#### General

I agree to use Street Manager in accordance with user guidelines.

I agree to submit the mandatory information required by the relevant regulations and other information in a timely and accurate manner.

I agree to take the necessary steps and inform the Street Manager service of any security and data breaches immediately as I become aware of them. I agree that DfT, as joint data-controller, can act in response to a security incident.

I agree to only upload files types currently supported by Street Manager with a single file size limit of 5MB and a 100MB total limit on file uploads for each individual permit.

The DfT can change these terms and conditions at any time. We will tell you about any change by email at least 10 calendar days before the change happens. The DfT will specify the date the change will happen in the message you receive. If you do not accept the change, you must notify the DfT and stop using Street Manager.

You must not use this service for any unlawful purposes.

#### Personal data and data privacy

I agree that Street Manager can store the following personal data:

- my name
- my professional work email address
- my job title
- my professional work telephone number

I agree not to enter any other personal data in Street Manager. For example, I will not include personal information in the free comments section but will, instead, refer to 'the resident', the 'contract manager' etc. I will not upload photographs that include, for example, a photo of a person's face or identifying features.

I agree to take the necessary steps to inform the Street Manager service immediately I become aware of any breaches in data privacy or security.

Street Manager will store user connection details, including, but not limited to:

- email address
- mobile telephone number
- authentication attempts
- activation and last login dates
- IP address

Your personal data will be stored while your account is active. Your personal data will be deleted when your account has been inactive for 6 months. You will need to sign up to Street Manager again to use it, if you have been inactive for 6 months.

DfT may occasionally contact you by email using the information you have provided, to give you important information about the Street Manager service, including, but not limited to:

- major changes to Street Manager
- changes to these terms and conditions
- requests for feedback, in order to improve Street Manager

Contact DfT if you would prefer not to receive messages asking for feedback.

#### Administration users

I agree to only set up users with access to Street Manager who are employees of my organisation or are working on behalf of my organisation and have valid reasons to access and use Street Manager.

I agree to remove access to Street Manager for any users who cease to be employees of my organisation or for any users who cease to have a valid use of Street Manager.

I agree to only set up users with access to Street Manager in contractor organisations who undertake work on behalf of my organisation and have valid reasons to access and use Street Manager.

I agree to remove access to Street Manager for any users from contractor organisations who cease to work for my organisation or for any users who cease to have a valid use of Street Manager.

I agree to inform the DfT of any changes to my contact information, when such changes occur.

I agree to ensure that any users I set up with access to Street Manager sign the Street Manager terms and conditions and are aware of the acceptable use policy.

#### Linking from Street Manager via APIs

Street manager can be linked to other websites and services via an API. The DfT does not have any control over the content on these websites or services. It is therefore not responsible for the security, performance or reliability of these other websites or services.

Users should read all terms and conditions, privacy policies and end user licences that relate to these websites or services before you use them.

#### Disclaimer

The DfT does not enter data in Street Manager. Data on works is entered by users. As such, the DfT accepts no responsibility for any loss or damage caused to any person as a result of any error, omission or misleading statement in the information in Street Manager, or due to using this service or relying on that information .

This applies if the loss or damage was foreseeable, arose in the normal course of things or you advised us that it might happen.

This includes (but is not limited to) the loss of your:

- income or revenue
- salary, benefits or other payments
- business
- profits or contracts
- opportunity
- anticipated savings
- data
- goodwill or reputation
- tangible property
- intangible property, including loss, corruption or damage to data or any computer system
- wasted management or office time

The DfT may still be liable for:

- death or personal injury arising from the DfT's negligence
- fraudulent misrepresentation
- any other liability which cannot be excluded or limited under applicable law

#### Requests to remove content

You can ask for content to be removed from Street Manager. We will remove content:

- in order to comply with data protection legislation covering the rights and freedoms of individuals.
- if it breaches copyright laws, contains sensitive personal data or material that may be considered obscene or defamatory.

#### Virus protection

The DfT makes every reasonable effort to check and test Street Manager for viruses and protect users on an ongoing basis. Data in the service is backed up regularly, and a disaster recovery plan is in place. Should data loss or corruption occur, a backup can be reinstated from the most recent period.

You must make sure that the way you use Street Manager does not expose you to the risk of viruses, malicious computer code or other forms of interference which can damage your computer system.

The DfT is not responsible for any loss, disruption or damage to your data or computer system that might happen when you use Street Manager.

#### Viruses, hacking and other offences

When using Street Manager, you must not introduce viruses, trojans, worms, logic bombs or any other material that's malicious or technologically harmful.

You must not try to gain unauthorised access to Street Manager, the server on which it's stored or any server, computer or database connected to it.

You must not attack Street Manager in any way. This includes denial-of-service attacks.

The DfT will report any attacks or attempts to gain unauthorised access to Street Manager to the relevant law enforcement authorities and share information about you with them.

#### Governing law

These terms and conditions are governed by and construed in accordance with the laws of England.

Any dispute you have which relates to these terms and conditions, or your use of Street Manager (whether it be contractual or non-contractual), will be subject to the exclusive jurisdiction of the courts of England.

Support for Street Manager

Service support will be provided as set out in our service support information.

Signed by

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On behalf of [name of organisation]