

## Terms and Conditions of Use of Data

### 1. General

- 1.1 These Terms and Conditions set out the ways in which You can and cannot use Data (as defined below).
- 1.2 By using Our Data You accept these Terms and Conditions.
- 1.3 If you want to use Data for any purpose not permitted expressly by these Terms and Conditions You will need a written licence from Us or a Third Party first, and charges will normally apply.
- 1.4 These Terms and Conditions do not affect Your statutory rights.

### 2. Defined Terms

- 2.1 The meanings of defined terms used in these Terms and Conditions are set out in the Schedule.
- 2.2 The Schedule is deemed to be incorporated in and to form part of these Terms and Conditions.

### 3. Ownership

All Data We supply to You is and will continue to be owned by Us or a Third Party.

### 4. Prohibition on Commercial Use and other specified uses

Notwithstanding any other provision of these Terms and Conditions, You are prohibited from using Data for Commercial Use or any other Prohibited Use.

### 5. Licence to use Our Data

Subject to the other provisions of these Terms and Conditions We grant You a non-exclusive, non-transferable, perpetual, royalty-free, world-wide licence to use Our Data for Non-Commercial Use.

### 6. Third Party Data

- 6.1 Data may contain or be derived in whole or in part from Third Party Data.
- 6.2 We will endeavour to inform You at the time of supply of Data if any Third Party Data is involved, but We do not accept any liability for any failure to provide such notice
- 6.3 These Terms and Conditions do not give You any right to use Third Party Data for any purpose whatsoever.
- 6.4 If You want to use Third Party Data for any purpose You will need a separate written licence from Us or the Third Party first.
- 6.5 We can only grant licences to use Third Party Data to the extent permitted under, and in terms which are compliant with, SEPA's Licence.

### 7. Copyright Acknowledgement

- 7.1 In respect of any permitted use of Our Data You must acknowledge the source of the Data by including the following statement: "Contains SEPA data © Scottish Environment Protection Agency and database right [year\*]. All rights reserved".

*\*This should be: the year of receipt in the case of digital data; and the year of publication in the case of paper data.*

- 7.2 In respect of any permitted use of Third Party Data You must acknowledge the source of the Data by way of sufficient acknowledgement in such manner as We or the relevant Third Party may require.

## **8. Notice**

In respect of any permitted use of Data involving the provision of Data to others You must attach a copy of or a link to these Terms and Conditions, ensure that they are effectively brought to the recipient's attention and ensure that the recipient also complies with them.

## **9. Further Provisions on Use**

In respect of any permitted use of Data You must ensure that You use it accurately and that You do not use it in a manner that is or may be misleading to others.

## **10. Data Protection**

If Data contains any personal information (as defined in the Data Protection Act 1998 (as amended)) You must ensure that Your use of the Data is does not breach that Act.

## **11. Charges**

11.1 We reserve the right to charge for Commercial Use of Our Data. Such charges will be charges which We are entitled to make pursuant to our statutory powers, duties or functions.

11.2 We reserve the right to charge, and may be required by SEPA's Licence to charge, for any permitted use of Third Party Data. Such charges will be charges which We are entitled to make pursuant to our statutory powers, duties or functions, or which we consider it is reasonable for us to make because of charges we require to pay to Third Parties.

## **12. Content, quality, security and supply**

12.1 We will take reasonable care to ensure that Data is an accurate copy from Our records at the time it is made available to you.

12.2 We do not guarantee that Data made available to You is or will be accurate, complete, up to date or valid, free from defects, viruses or malicious or damaging code, or fit or suitable for Your purposes or needs. It is Your responsibility to check and satisfy yourself in respect of these matters.

12.3 We have no obligation or responsibility to continue the supply of any Data or to provide any updates.

## **13. Exclusion of Warranties and Liability**

13.1 We exclude any warranties, and representations in relation to the Data or its use to the fullest extent permitted by law.

13.2 We exclude liability for any loss, injury or damage of any kind caused by the Data or its use to the fullest extent permitted by law.

## **14. Publication of and Changes to these Terms and Conditions**

14.1 These Terms and Conditions (as they may be changed by variation, amendment or replacement from time to time) will be published on our website.

14.2 We reserve the right to make changes to these Terms and Conditions at any time without notice and such changes will be effective immediately.

14.3 Your continued use of the Data after publication of such changes will amount to deemed acceptance of the changed Terms and Conditions.

14.4 We recommend that you check our website on a regular basis for changes to these Terms and Conditions

## **15. Further information**

If you require further information about the use of any Data for any purpose not permitted expressly by these Terms and Conditions, please contact:- [dataenquiries@sepa.org.uk](mailto:dataenquiries@sepa.org.uk) or Information Management Unit, SEPA, Strathallan House, Castle Business Park, Stirling FK9 4TZ

## (MEANINGS OF DEFINED TERMS USED IN THESE TERMS AND CONDITIONS)

**Commercial Use** means use other than for Non-Commercial Use and includes (without limitation) using Data by way of or in the context of:- (1) offering or providing goods or services for a charge; (2) offering or providing goods or services for a direct or indirect commercial purpose or advantage; (3) re-selling it; (4) giving advice based on it; (5) charging for advertising space; (6) gaining goodwill with clients or customers by providing free or not-for-profit goods or services; and (7) activities leading or intended to lead to the generation of revenues;

**Contractor** means a contractor, sub-contractor or consultant carrying out work directly for You;

**Data** means data, documents or information made available by Us (or any part of it);

**Derived Data** means data created using, or which incorporates, any part of the Data or is based upon the Data;

**Fair Dealing** means fair dealing (within the meaning of the Copyright Designs and Patents Act 1988 (as amended)) for the purposes of:- (1) research for a non-commercial purpose (if accompanied by sufficient acknowledgement); (2) private study; (3) criticism or review (if accompanied by sufficient acknowledgement); (4) reporting current events;

**Non-Commercial Use** means use by way of or in the context of:- (1) Fair Dealing; (2) Internal Business Use which is to support an organisation's non-commercial activities only, being those activities that do not, and are not intended directly or indirectly to: (a) lead to, support or otherwise relate to, the generation of revenues in excess of the direct costs of those activities, whether at the time of use or at some future time; or (b) facilitate, influence or determine (in whole or in part) the outcome of any assessment, analysis or process (or any part of them) in a manner which may affect such revenues (or any part of them) or the levels at or basis upon which they are generated;

**Internal Business Use** means using Data within an organisation to support that organisation's activities in a manner which does not involve or result in:- (1) Data leaving the organisation (other than it being passed to a Contractor who is effectively taken bound by You to comply with these Terms and Conditions); (2) The licence or supply to any Third Party of any Derived Data;

**Our Data** means Data and associated intellectual property rights owned by Us and excludes Third Party Data;

**Prohibited Use** means Using Data by way of or in the context of: (1) any Commercial Use; (2) copying it for any Third Party; (3) printing it (or any part of it) in hard copy form for any Third Party; (4) passing, distributing or sharing it or copies of it to or with any Third Party; (5) publishing it or making it available to the public by the internet or any other means; (6) reverse-engineering it; (7) using it for any illegal or immoral purpose or in any manner which might prejudice the name or reputation of SEPA or SEPA's Licensors;

**Schedule** means the schedule to these Terms and Conditions;

**SEPA** means the Scottish Environment Protection Agency, Strathallan House, Castle Business Park, Stirling FK9 4TZ

**SEPA's Licence** means the licence or licences (if any) under which SEPA holds Data or any part of it;

**SEPA's Licensors** means the licensors under SEPA's Licence;

**These Terms and Conditions** means these terms and conditions as they may be changed from time to time;

**Third Party** means a party other than SEPA or You;

**Third Party Data** means Data and associated intellectual property rights owned by a Third Party;

**Us** and **We** means SEPA; and **Our** shall be construed accordingly;

**You** means any User of Data; and **Your** shall be construed accordingly.