

## UK HABITAT CLASSIFICATION - FREE USER LICENCE

### SUMMARY

Please see the following summary of how our Materials can be used under this licence. If you are in doubt over whether your proposed use of UK Habitat Classification Materials is covered by this licence, you must contact us in advance. UKHab Ltd can be contacted at [contact@ukhab.org](mailto:contact@ukhab.org).

#### You may:

- ✓ create and develop Derived Outputs for personal, research or commercial use;
- ✓ access and download the Materials;
- ✓ copy the Materials for back-up purposes only; and
- ✓ use the Materials in a tangible format.

For example: you should use this licence if you create a habitat map (Derived Output) made with reference to the System (regardless of whether you make a charge for the Derived Output or not) so long as the Derived Output does not offer the Materials (either in whole or in part) directly on to your users or customers.

#### You may not:

- × create Derived Products based on the whole or any part of the Materials;
- × charge for services based upon either the Derived Products, or Materials;
- × use, integrate all or part of the Materials in any software, database, application, website;
- × alter, modify, translate, merge, adapt or vary, the whole or any part of the Materials;
- × rent, lease, sub-license, loan, provide, or otherwise make available, the Materials in any form; or
- × use the Materials in a way that competes with our operations.

### ACCESSING THE SYSTEM VIA A THIRD-PARTY DERIVED PRODUCT

This licence applies to Free Users when you access or use the System or Materials through any means. This includes use facilitated by UKHab Ltd or through a third-party Derived Product. This licence shall apply at all times to all parts of the System and Materials integrated into, or used by, any Derived Product. Where a Derived Product is licenced under separate terms, such as an Open Government Licence, those terms shall only apply to the elements of the Derived Product which do not constitute the System or Materials (in whole or in part).

### PLEASE READ THESE LICENCE TERMS CAREFULLY

BY USING OR ACCESSING THE MATERIALS YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SYSTEM OR MATERIALS.

#### 1. DEFINITIONS

**Derived Output** digital and printed media including but not limited to maps, drawings and associated spatial data that you create with reference to the System but which does not include, in part or in whole, any of the Materials.

**Derived Product** anything which is not a Derived Output, including but not limited to an application, software, database, product, or other publication

that is created by you with reference to the System and based upon the Materials where the product is then sold, loaned, leased, licenced or otherwise distributed, with or without charge.

<b>Licence Restrictions</b>	as defined in Clause 7
<b>Materials</b>	content including but not limited to databases, data and all associated materials and documentation provided via the Website.
<b>System</b>	the hierarchical classification system for classifying all terrestrial, freshwater and inter-tidal habitats in the UK that has been created and developed by us and is known as “The UK Habitat Classification System” (as such system is more particularly described at <a href="https://ukhab.org/about-ukhab/">https://ukhab.org/about-ukhab/</a> )
<b>We, us, our</b>	UKHAB LTD of 1 Maple Road, Bramhall, Stockport, Cheshire SK7 2DH.
<b>Website</b>	<a href="https://ukhab.org"><u>https://ukhab.org</u></a>

## 2. HOW TO CONTACT US

- 2.1. If you wish to contact us please contact us at <https://ukhab.org/contact/>.
- 2.2. If we have to contact you we will do so by email, using the contact details you have provided to us.

## 3. THE LICENCE

- 3.1. This licence grants you the right to use the System and Materials for free. Your use of the System and Materials is subject to the restrictions and terms of this Licence, including but not limited to the Licence Restrictions.
- 3.2. This licence and its terms shall apply at all times to:
  - 3.2.1. the System and Materials; and
  - 3.2.2. any element of the System or Materials forming a constituent part of any Derived Product;

and shall not be superseded by any other form of licence.

## 4. YOUR PRIVACY

- 4.1. You agree to us collecting and using technical information about the devices you access the Materials from and related software, hardware and peripherals to improve our System and Materials.
- 4.2. Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data, for what purposes, your rights in relation to your personal data and how to exercise them. This information is provided in <https://ukhab.org/privacy-policy/>.

## 5. MATERIALS

- 5.1. If you want to learn more about the System or Materials or have any problems using them please take a look at our support resources on our Website or contact us.

- 5.2. Neither the System nor Materials have not been developed to meet your individual requirements. Please check that the facilities and functions of the Materials meet your requirements.
- 5.3. The Materials may require specific programmes in order for you to access all or part of the Materials or use the System. The majority of Materials are provided in .csv and .pdf format and may need to be decompressed after download.
- 5.4. From time to time we may update and change the System and Materials to improve performance, enhance functionality, reflect changes or address security issues.
- 5.5. If you download or access the Materials from any device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the device.

## **6. LICENCE PERMISSIONS**

- 6.1. In return for your agreeing to comply with these terms and the Licence Restrictions you may:
  - 6.1.1. download or access a copy of the Materials onto up to 10 devices and view, use and display the Materials on such devices;
  - 6.1.2. use the Materials in a tangible format;
  - 6.1.3. create any Derived Output which is developed by reference to some or all of the System or Materials; and
  - 6.1.4. make copies of the Materials for back-up purposes.

## **7. LICENCE RESTRICTIONS**

- 7.1. You agree that you will comply with these terms and all applicable technology control or export laws and regulations.
- 7.2. All use of the System and Materials must include an acknowledgement available for inspection which includes the following wording:

*© UKHAB LTD, under licence. No onward licence implied or provided. All rights reserved [https://ukhab.org/register/].*

- 7.3. You agree that you will not (except where explicitly permitted by the terms of this licence):
  - 7.3.1. use the Materials within a software application, website or software which in our sole opinion competes with our operations, aims or objectives;
  - 7.3.2. rent, lease, sub-license, loan, provide, or otherwise make available, the Materials in any form, in whole or in part to any person and in no circumstance in competition with our operations;
  - 7.3.3. charge third parties for any services, databases, or other information you provide to them in reliance on the Materials;
  - 7.3.4. use all or part of the Materials in combination with any other database, including databases that you have produced and any other third party databases;
  - 7.3.5. integrate all or part of the Materials into any other software, including software which you have produced and any other third party software;

- 7.3.6. copy the Materials, except as part of the normal use of the Materials or where it is necessary for the purpose of back-up or operational security;
  - 7.3.7. alter, modify, translate, merge, adapt or vary, the whole or any part of the Materials nor permit the Materials or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Materials on devices as permitted in these terms; or
  - 7.3.8. disassemble, de-compile, reverse engineer or create a Derived Product nor attempt to do the same, except to the extent that is permitted by law.
- 7.4. The Materials must be used in an acceptable manner, as such you must not:
- 7.4.1. use the Materials in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Materials or our System;
  - 7.4.2. infringe our intellectual property rights or those of any third party in relation to your use of the Materials, including by the submission of any material (to the extent that such use is not licensed by these terms);
  - 7.4.3. permit any third party to infringe the intellectual property rights or those of any third party in relation to their use of the Materials, including by the submission of any material;
  - 7.4.4. transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Materials;
  - 7.4.5. use the System or Materials in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
  - 7.4.6. except as permitted by this licence, scrape, collect or harvest any information or data from any Materials or our systems or attempt to decipher any transmissions to or from the servers.

## **8. CHANGES TO THESE TERMS**

- 8.1. We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.
- 8.2. If you do not accept the notified changes you will not be permitted to continue to use the Materials and the System.

## **9. WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO**

- 9.1. The Materials may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).
- 9.2. You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

## **10. INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights in the Materials throughout the world belong to us (or our licensors) and the rights in the Materials are licensed (not sold) to you. You have no intellectual

property rights in, or to, the Materials other than the right to use them in accordance with these terms.

## **11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 11.1. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.
- 11.2. We are liable for damage to your property if defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 11.3. Nothing in these terms limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence or fraud or fraudulent misrepresentation.
- 11.4. Regardless of how you use our Materials, we have no liability to you:
- 11.4.1. whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this end user licence agreement for any indirect or consequential loss or damage;
  - 11.4.2. for any loss or damage suffered where our performance is delayed due to technical issues with your equipment; or
  - 11.4.3. for any business or commercial losses you or another party may suffer from use of or access to the Materials including use as permitted or as restricted by the terms of this licence.
- 11.5. The Materials are provided for general information purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the Materials. Although we make reasonable efforts to update the information provided, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

## **12. WE MAY END YOUR LICENCE IF YOU BREAK THESE TERMS**

- 12.1. We may end your licence at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.
- 12.2. If we end the licence, you must:
- 12.2.1. stop all activities authorised by these terms, including any use of the Materials;
  - 12.2.2. delete or remove the Materials from all devices in your possession and immediately destroy all copies of the Materials which you have and confirm to us that you have done this.

### **13. TRANSFERRING THIS AGREEMENT TO SOMEONE ELSE**

- 13.1. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 13.2. You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

### **14. NO RIGHTS FOR THIRD PARTIES**

- 14.1. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 14.2. If a court finds part of this contract illegal, the rest will continue in force.
- 14.3. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

### **15. EVEN IF WE DELAY IN ENFORCING THIS AGREEMENT, WE CAN STILL ENFORCE IT LATER**

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

### **16. WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS**

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.