

UK Climate Projections Licence User Agreement

IMPORTANT NOTICE: YOU MUST READ THE FOLLOWING BEFORE CONTINUING:

This User Agreement (Licence) is a legal agreement between you and the Secretary of State for the Environment, Food and Rural Affairs of Nobel House, 17 Smith Square, London SW1P 3JR (we, our, us) for use of any of the UK Climate Projections which the user customises in the user interface or downloads from the LINK website (Data). BY OPENING, DOWNLOADING OR OTHERWISE USING THE DATA YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENCE. IF YOU DO NOT WANT TO BE BOUND BY THIS LICENCE, THEN YOU SHOULD NOT OPEN, DOWNLOAD OR USE THE DATA.

1. Grant of scope of licence

1.1 In consideration of you agreeing to abide by the terms of this Licence, we hereby grant to you a non-exclusive, non-transferable licence to use the Data on the terms of this Licence, provided that you comply with the terms and conditions in this Licence.

1.2 You will

1.2.1 use the Data for non-commercial purposes;

1.2.2 use any products derived from the Data for any purpose subject to clause 1.3.3;

1.2.3 reproduce the Data accurately at all times;

1.2.4 identify the source of the Data and include the copyright notice as set out in Schedule 1 on all entire and partial copies you make of the Data on any medium;

1.2.5 acknowledge that the Data is produced on the basis of scientific information known at the relevant time and is subject to change;

1.2.6 use the Data entirely at your own risk;

1.2.7 notify us when a report derived from the Data enters the public domain and permit us to publish the report on the UK Climate Impacts Programme, Met Office and our website; and

1.2.4 allow us to inspect copies of any products which include the Data to check that you have kept to the terms of this Licence.

1.3 You will not nor permit others:

1.3.1 to rent, lease, loan or sell the Data;

1.3.2 to use the Data for the principal purpose of advertising or promoting a particular product or service without our permission, or in a way which could imply endorsement by any government department, or generally in a manner which is likely to mislead others;

1.3.3 to use any products derived from the Data for commercial purposes unless the products fully and prominently acknowledge the source of the Data and include a notice that the Data is available from us without charge;

1.3.4 to acquire any intellectual property rights in the Data including any update or amendment to the Data by virtue of this Licence; and

1.3.5 to reproduce logos from the website (including but not limited to UK Climate Impacts Programme, Met Office, Defra, DECC) without prior permission from the relevant organisation.

1.4 We will not:

1.4.1 warrant that the Data will be error-free;

1.4.2 accept any responsibility for any inaccuracies or omissions in the Data;

1.4.3 be liable to you (whether for negligence, breach of contract or otherwise) for any loss of data, loss of revenue or anticipated profits, loss of business, loss of opportunity, loss of goodwill or injury to reputation, losses suffered by any third party, or any indirect, consequential, special or exemplary damages whatsoever; and

1.4.4 be bound by all representation, conditions and warranties whether express or implied (by statute or otherwise).

2 Proprietary Rights

2.1 The intellectual property rights in the Data shall remain vested in us and/or third party.

3 Entire Agreement

This Licence constitutes the entire agreement and understanding between the parties in respect of matters dealt with in it and supersedes any previous agreement, understanding, representations or negotiation between the parties relating to such matters.

4 Termination

Each party has the right to terminate this Licence by giving to the other not less than thirty (30) days notice in writing to that effect. On termination of this Agreement, the Licence will automatically terminate and you shall immediately cease all use of the Data and as soon as is practicable either, at our option, return or destroy the Data within your control or possession.

5 Governing Law

This Licence will be governed by and construed in accordance with English law. The English courts will have exclusive jurisdiction over any matter arising under or in connection with this User Agreement.

SCHEDULE 1

Acknowledgement

You agree to use the following acknowledgement on all entire and partial copies of the Data and in any publication, scientific report, paper or other product derived from the Data.

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