

Standard Terms and Conditions of Licence

CRANFIELD MapShop Terms and Conditions of Licence

Thank you for using the Cranfield mapshop

Before you access the product(s) Please make sure you read and understand the licence agreement. By accessing the data product you are agreeing to the licence agreement for that product as detailed below.

If you require help with the licence or wish to use the data outside these licence terms please call us on 01234 75 29 92, or email nsridata@cranfield.ac.uk

Cranfield Soils Data - STANDARD TERMS & CONDITIONS OF LICENSE

DATA LICENCE AGREEMENT

1. INTRODUCTION

By accessing this Data you agree to abide by the Terms and Conditions of License contained herein.

2. DEFINITIONS

DATA – Soils and Environmental Datasets

THE CUSTOMER – The person, organisation or company who is accessing the Data, on the basis of these License terms, having been accepted as the Customer by CRANFIELD and paid the Price due to CRANFIELD in consideration for such Licence.

CRANFIELD – Cranfield University, whose address is at Cranfield, Bedford, MK43 0AL (hereinafter known as Cranfield)

TERM – 1 (one) year from the date of order unless otherwise specified. License can be renewed by repayment of Price on anniversary of the Agreement by contacting CRANFIELD on 01234 752992 or email nsridata@cranfield.ac.uk otherwise it will be terminated as specified under the Termination clause.

PRICE - as paid by the Customer on LandIS Map Shop. Upon payment in full of the Price as specified in the invoice, which forms part of this "Agreement", CRANFIELD grant the Customer, a non-exclusive, non-transferable License to use the Products under the following License.

3. LICENSE

WHEREAS, Cranfield has developed and is the keeper of data hereinafter referred to as "Data" as described in this Agreement and WHEREAS, the Customer desires to use the Data within its own organisation

IT IS HEREBY AGREED as follows: -

1. LICENCE

In consideration of the fee payment for the Data in the amount and frequencies indicated and for the purposes and uses specified in the Agreement, CRANFIELD hereby grants to the Customer a limited non-exclusive non-transferable revocable licence to use the Data for internal purposes by the Customer's direct employees. The Customer shall not and shall not have the right to sell, assign, transfer, rent, lease, sublicense, lend, give or make available to others or otherwise transfer or dispose of the Data in its present form or as converted or modified by the Customer or CRANFIELD, or make the Data available in any manner for use by any subsidiary establishment of the Customer or

by any other person, or firm, or the Customer. The Customer shall not reverse, decompile, disassemble or otherwise reverse engineer the whole or part of Data. Should the Customer derive a new dataset in any way from the Data, the new dataset will be subject to the terms of this Agreement and should the Customer wish to have use of the new dataset, the Customer will require a valid licence from CRANFIELD. Furthermore, the Customer will not be entitled to sell, assign, transfer, rent, lease, sublicense, lend or make available to others (including but not limited to any subsidiary of the Customer) or otherwise transfer or dispose of the new dataset. The Customer shall not engage in the development or marketing of a product or system commercially competitive with the Data at any time during the Licence Period.

2. PROPRIETARY RIGHTS AND CONFIDENTIALITY

CRANFIELD has right to use and commercially exploit the Data as it so chooses. On behalf of the ultimate owner of the Data CRANFIELD reserves all rights of ownership and copyright and all other intellectual property rights in any version of the Data in any format or any medium.

The Customer agrees that, during the term of this Agreement and thereafter, the Data including any versions modified by either party for use by the Customer, and all other material, information and documentation made available to it by CRANFIELD under this Agreement, shall remain the exclusive property of CRANFIELD. Any such information shall be considered proprietary. The Customer further agrees that during the term of this Agreement and thereafter, to maintain in confidence and not to disclose to any person, firm or company and to use its best efforts to prevent and protect the Data and all parts thereof and all such other material, know-how information and documentation from disclosure by its agents or employees to any person, firm or company. The Customer shall use the Data and all information and documentation only for the purpose of this Agreement. Neither the Data nor any parts thereof shall be copied or reproduced by the Customer for any purpose outside the scope of this Agreement, nor shall they be made available for use by the Customer's Customers or any other person, firm or company without the prior written consent of CRANFIELD. Notwithstanding the above, the Customer may only make such copies of the Data as are necessary for back-up purposes. The Customer agrees to maintain records of the number and location of all copies of the Data, made by them and all copies shall bear the words '© This is copyright material and may not be copied in whole or in part without the express written permission of Cranfield University.'

Should the Customer print, produce or publish any documentation derived from any whole or part use of the Data, the documentation must bear the words '**Soils Data © Cranfield University (NSRI) and for the Controller of HMSO [Year]**'.

3. TERM

The duration of this Agreement shall be for the Term stated in this Agreement unless sooner terminated in accordance with the provisions of this Agreement.

4. TERMINATION

(a) The Customer may only terminate the order prior to clicking on the download data link. Once the link has been clicked the Customer cannot request a refund.

(b) In the event that The Customer makes any use of the Data outside the rights granted hereunder or breaches any of the other agreements contained herein, CRANFIELD shall give written notice to the Customer and if such default has not been remedied within thirty (30) days after such notice, CRANFIELD may thereafter terminate this Agreement.

(c) CRANFIELD shall have the right to terminate this Agreement forthwith without notice if the Customer becomes insolvent, compounds with its creditors, files a petition in bankruptcy, enters into liquidation, has a receiver appointed or has any distress or execution levied against it.

(d) Upon expiration or termination of this Agreement, the Data shall promptly be deleted from any files of the Customer and the copies taken for back-up purposes promptly are destroyed, The Customer shall make no further use of the Data, or any new data derived in any way whatsoever from the Data. The Customer agrees to provide to CRANFIELD written confirmation of the deletion and destruction of all copies.

5. TITLE

On behalf the ultimate owner of the Data and for the purposes of this agreement legal title to the Data and any modifications or enhancements thereto made by CRANFIELD shall at all times be vested in CRANFIELD and legal title to reproductions, converted versions or duplications of the Data and any other supporting documentation and information delivered to the Customer shall remain vested in CRANFIELD. At no point shall the Customer own the Data.

RESPONSIBILITY AND LIABILITY

6.1 (a) The Customer shall not make nor permit to be made any publication involving use and development of the Data without the prior written consent of CRANFIELD.

(b) The Customer agrees and acknowledges that it retains full control over the use of the Data and any modifications or enhancements thereof and that the Customer shall be solely responsible for any designs, systems, products or any use made of the Data.

(c) CRANFIELD shall not be liable to the Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Licence Agreement, the Data, its use or otherwise, except that which is unlawful to exclude.

(d) CRANFIELD expressly excludes liability for consequential loss or damage which may arise in respect of the Data, its use, the system or in respect of other equipment or property, or for loss of profit, business revenue, loss of contracts, goodwill or anticipated savings.

(e) CRANFIELD accepts no liability for any design, system or use of any product resulting from the use of the Data and makes no warranty as to its completeness or accuracy nor that the Data is free of defects, error-free or is of a satisfactory quality.

(f) Notwithstanding the above, nothing herein shall be deemed to restrict or exclude any liability of CRANFIELD for death or personal injury to the extent only that the same arises as a result of the negligence of CRANFIELD, its employees, servants, agents or authorised representatives.

(g) In the event that any limitation or provision contained in this Licence Agreement shall be held to be invalid for any reason and CRANFIELD becomes liable for loss or damage that would otherwise have been lawful to exclude, CRANFIELD's entire liability whether in contract or in tort and whether or not attributable to negligence, shall be limited to £1,000,000 if arising out of or in connection with any damage to property of the Customer or limited to the amount of the Licence Fee specified in the Agreement if arising out of or in connection with the defect in the Data or services supplied by CRANFIELD or any act omission neglect or default (whether or not the same constitutes a fundamental breach of contract) of CRANFIELD its servants or agents in the performance of this Agreement (including, without limiting the generality of the foregoing, breach of any condition or any warranty whether express or implied by statute common law or otherwise howsoever).

(h) The Customer shall protect, indemnify, save harmless and defend CRANFIELD, its employees, servants, agents or authorised representatives from and against any and all liabilities, claims, demands, loss, costs, damages or expenses including legal fees, arising from any claim asserted against CRANFIELD that is in any way associated with the Customer's use of the Data.

6.2 CRANFIELD gives no further warranty or representation as to the fitness of the Data or any part thereof as to its performance.

The express warranties given by CRANFIELD in Clause 6.1 are given to the exclusion of all other warranties and conditions and representations whether express or implied or otherwise.

7. WARRANTY OF RIGHT TO LICENCE

(a) CRANFIELD hereby warrants that it has the right to license the Data to The Customer. To the best of CRANFIELD's knowledge and belief the use of the Data and any other information provided to the Customer does not infringe any third party copyright or any other intellectual property. CRANFIELD agrees to indemnify and hold the Customer harmless from and against all, claims, damages, costs and expenses (but excluding consequential losses) resulting from or arising out of any breach of warranty set forth in this paragraph PROVIDED THAT in the event any such claim or right is asserted against the Customer, the Customer shall make no admissions without CRANFIELD's prior written consent and shall give CRANFIELD written notice of such fact within ten (10) working days. CRANFIELD shall then have the option, at its discretion, of taking over the defence of any such claim.

(b) If at any time CRANFIELD becomes aware that the Data and/or such other information provided hereunder or the use thereof infringes or is likely to infringe any third party right, CRANFIELD shall at its discretion and expense modify, replace or withdraw all or part of the Data and/or such other information so as to avoid the infringement and the Customer shall forthwith correspondingly amend or withdraw any authorisation to others to use the Data and/or such other information or any part thereof.

8. NOTICE

Any notice or other communication given hereunder shall be in writing and mailed:

If to CRANFIELD to;
Stephen Holyoak
Cranfield University
Cranfield
Bedfordshire
MK43 0AL

If to the Customer to the Contact named in the invoice or to such other address as either party shall have previously designated by notice in writing. Such notice or communication shall be deemed delivered when sent by registered post or facsimile transmission and subsequently confirmed in writing.

Notices may also be sent via email. Notices for CRANFIELD should be emailed to the general CRANFIELD email address listed on page one of this Agreement. Notices for the Customer will be sent to the email address provided in the order.

9. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between CRANFIELD and the Customer and shall supersede all representations, agreements, statements and understandings made prior to the date of this Agreement whether oral or in writing other than those representations, agreements, statements and understandings which have been expressly incorporated into this Agreement.

10. CONDITIONS EXCLUDED

Except as stated herein all implied terms, conditions, statements or warranties, statutory or otherwise, as to

- (i) the satisfactory quality of the Data or
- (ii) the fitness of the Data for any purpose whatsoever whether made known to CRANFIELD or not are hereby excluded from the Agreement.

11. UNCONTROLLABLE CIRCUMSTANCES

CRANFIELD shall not be responsible for any failure on its part to fulfil any obligations to the Customer caused by events or circumstances outside CRANFIELD's control.

12. MODIFICATIONS OF CONDITIONS

The terms and conditions of this agreement shall not be modified except in writing, signed by the parties, each by its duly authorised representatives.

13. NON-ASSIGNMENT

The Customer shall not assign this Agreement or any interest therein without the prior written consent of CRANFIELD

14. NON-WAIVER

Failure to terminate this Agreement following a breach or other failure to comply shall not be deemed to be a waiver of a Party's defences rights or causes of action arising from such or any future breach or non-compliance. Nor shall failure on the part of either Party at the time or from time to time to enforce or to require the strict adherence and performance of any of the terms and conditions affect or impair its right to enforce such terms or conditions in any way.

15. HEADINGS AND SEVERABILITY

The clause headings are for convenience only and shall not affect their interpretation. If any part of this Agreement shall be held to be unenforceable to any extent, the remainder of the Agreement shall nevertheless remain in full force and effect.

16. SURVIVAL

The provision of the following clauses shall remain binding upon The Customer after the expiry or termination of this Agreement: 2, 5, 6, 10, 13 and 17

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the jurisdiction of the Courts of England.