

Terms and Conditions of use

1. Use of the UKMapStore Site

These Conditions of use (together with the documents referred to in them) set out the basis on which you may make use of the UKMapStore ("**UKMapStore**", "**we**" or "**us**") digital information services which are accessed via, though not limited to www.ukmapstore.co.uk ("**the Site**"), whether as a guest or to access certain UKMapStore products ("**Products**") as a permitted user under the Research Agreement(s) (or other subscription agreement(s) entered into between you or your employer or one of its affiliates ("**the Client**") and UKMapStore ("**Research Agreements**").

Please read these Conditions of use carefully before you start to use the Site, together with the relevant Research Agreements (if applicable), as these will apply to your use of the Site. If you do not agree to these Conditions of use, you must not use the Site.

You may print and keep a copy of these Conditions of use. They are a legal agreement between you and UKMapStore and can only be modified with UKMapStore's consent. UKMapStore reserves the right to change these Conditions of use without your consent, as permitted under Section 11 below.

2. Information about UKMapStore

UKMapStore is owned and operated by The GeoInformation Group, trading as Geomni UK is a company registered at Station House Station Road, Linton, Cambridge, Cambridgeshire, CB21 4NW - Company Number 03514655 - VAT No: 865211825

3. Accuracy of Information and Disclaimer

The information, data and other materials provided on the Site ("the Information") are provided for general information purposes only and are not intended to address your requirements.

Whilst we will endeavour to keep the Information accurate, we cannot and do not guarantee the accuracy of the Information, and we accept no responsibility, and shall have no liability, for any loss or damage which may arise from using or relying on the Information. If you believe any Information is inaccurate, please let us know by contacting us at the email address set out under section 12 of these Conditions of use so that we may review the Information and update it if appropriate.

4. Intellectual Property Rights

The Information (including any information, data or other materials made available if you are accessing a Product), and all designs, text and graphics on the Site and the selection or arrangement thereof, along with all software and databases forming part of the Site and/or provided by UKMapStore (together, the "**Materials**") are owned by and are confidential to UKMapStore or its licensors, and are protected by copyright, database rights and other intellectual property rights throughout the world.

All copyright, database rights and other intellectual property rights in the Materials are and shall remain vested in UKMapStore or its licensors, and except as expressly provided or granted to you or the Client by UKMapStore pursuant to a Subscription Agreement or otherwise, you or the Client will not acquire any right, title or interest in or to the Materials and no such rights are or shall be implied.

Where any of the Materials contain or have affixed to them trademarks, trade names, notices or other proprietary marks of UKMapStore or its licensors, you may not alter, obscure, remove, interfere with or add to any of the said trademarks, trade names, notices or proprietary markings.

If you are accessing a Product made available on the Site, you may use the Materials contained in the Product in accordance with the terms of the applicable Agreement. If you wish to use such Materials for other purposes, you may only do so if you have first obtained UKMapStore's prior written consent (which UKMapStore may withhold in its absolute discretion). You may be held responsible for any infringement of UKMapStore intellectual property rights that arise out of or are connected with your granting any unauthorised user access to any Products made available on the Site.

For all other Materials made available on the Site, you may view, download and print such Materials for your own personal and private use provided that they are not altered or changed in any way and are not used, in whole or in part, in any other publication, in whatever medium. Otherwise, the Materials on the Site may not be stored, copied, reproduced, transmitted or otherwise made available on any network or in any other medium, in whole or in part, without the prior written consent of UKMapStore.

Where the Materials comprise any software, you may not decompile, disassemble or reverse engineer any object code of such software, save to the extent expressly permitted by Section 50B of the Copyright, Designs and Patents Act 1988.

5. Linking Policy

Where the Site contains links to other websites and resources provided by third parties, please understand that these are independent from UKMapStore and that UKMapStore has no control over the content of such websites or resources. Whilst UKMapStore believes such websites and resources may be of interest to you, UKMapStore does not endorse or accept any responsibility for the content or the use of such websites and resources. Use of these links is therefore made at your own risk and UKMapStore accepts no liability for any linked websites or resources. You must also take your own precautions to ensure what is selected is free from any viruses, worms, Trojan horses or other items of a destructive nature.

You may link to our home page, but only provided you comply with the following provisions. In linking to our home page, you must do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part when none exists. You must not establish a link from any website that it not owned by you. The Site must not be framed on any other website, nor may you modify the Site when linking to it. If a title for the link is used, a suggested title is "The one-stop shop for all of your geospatial data needs – UKMapStore". The website from which you are linking must not be indecent or inappropriate or unlawful, or in any way incompatible with the reputation of UKMapStore. UKMapStore will not be responsible for the content of any linked website.

UKMapStore reserves the right, at any time, to withdraw linking permission without notice and to require you to remove any existing links.

6. Limitation of Liability

Nothing in these Conditions of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Site or any content on it, whether express or implied.

Subject to the provisions above, UKMapStore will not be liable for the following types of loss or damage from claims arising out of or relating to these Conditions of use, howsoever caused and whether such claims are based on negligence, breach of contract, strict liability, breach of statutory duty or otherwise:

- (a) loss of profits, business, contracts, revenue, goodwill or anticipated savings (whether such loss is direct or indirect, foreseeable or otherwise); or
- (b) indirect or consequential loss.

Different limitations and exclusions of liability apply to the accessing of Products on the Site, which are set out in the relevant Research Agreements granting the right to access those Products.

7. Security and Right of Access to the Products

Where you have been provided with a user name and password in order to access and use a Product, you are solely responsible for all use of the said user name and password and must ensure they are kept confidential at all times. You may not share the user name and password with or transfer them to any third party, including any other employees of the Client. You must notify UKMapStore immediately if you become aware of any unauthorised use of your user name and password or any other breach of security regarding access and use of the Products that becomes known to you.

Access and use of each Product from the Site is limited to the authorised users and locations as specified in the relevant Subscription Agreements. If your entitlement to access and use a Product is the result of the Client entering into a Subscription Agreement with UKMapStore, you have no independent right to access and use the Products, and your right to access and use the Products will cease when your employment with the Client terminates, or when the Client terminates its Subscription Agreements with UKMapStore. You and the Client shall be responsible for notifying UKMapStore of the termination of your employment, and for any unauthorised use of the Products by you after your employment with the Client ceases.

8. Viruses

UKMapStore does not guarantee that the Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform in order to access the Site. You should use your own virus protection software.

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored, or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. UKMapStore will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

9. Privacy and Cookies

UKMapStore policy on data protection, privacy and cookies is set out in its Privacy Policy and Cookie Policy, which is incorporated by reference into these Conditions of use and which you should also read.

10. Governing Law and Jurisdiction

These Conditions of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. Both parties agree to the exclusive jurisdiction of the English courts, except that UKMapStore may pursue injunctive relief or similar to enforce the provisions of these Conditions of use in any appropriate forum.

11. General

To the extent that you access and use any Products made available on the Site, you acknowledge that you are bound by the terms of the Subscription Agreement(s) which have been entered into by yourself or the Client.

Any formal legal notices to UKMapStore must be sent by first class post (receipt requested to the address set out under section 12 below.

Failure by UKMapStore to enforce a right does not result in a waiver of such right.

If any provision in these Conditions of use is deemed to be invalid, illegal or unenforceable, the rest of these Conditions of use will remain in full force and effect.

These Conditions of use, together with the Privacy and Cookie Policy, constitute the entire agreement between you and UKMapStore relating to your use of the Site, and supersede all other or previous agreements and understandings between you and UKMapStore.

UKMapStore may amend these Conditions of use at any time by posting such changes on this page of the Site.

12. Further Information

Further information on these Conditions of use or any queries on them are available by contacting UKMapStore using any of the detail below:

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Telephone: 0871 230 6960

Email address: info@ukmapstore.co.uk