

Terms of Use for Natural England's Information and Data



Natural England creates (or derives) and then publishes a range of information and data. Wherever possible we make data available under the Open Government Licence. However, where this is not possible, we use these Terms of Use to set out how information and data may be used by third parties including Natural England's customers and partners.

All terms used have their normal everyday meaning unless otherwise stated.

These Terms of Use will constitute the sole contractual agreement between Natural England and the user for the Non-Commercial use of the Data that you have been provided with or have downloaded. For any further information please contact the Natural England Enquiry Service:

Natural England Enquiries

Natural England
 County Hall, Spetchley Road
 Worcester
 WR5 2NP

Email: enquiries@naturalengland.org.uk
 Telephone: 0300 060 3900
 Opening times: 8:30am to 5:00pm, Monday to Friday (excluding public holidays)

1. Using the data

- a. The Data may be used free of charge for Non-Commercial purposes. Where the Data is derived from third party data for which Natural England holds a licence there may be additional constraints placed on your ability to use such data as described in Clause 4.

Definitions

Non-Commercial	Any purpose that is not Commercial.
Commercial	Any Use of the Data, or the provision or receipt of a Service, that involves making a Financial Gain. Natural England's definition of Commercial applies to organisations regardless of whether they are commercial or non-commercial (e.g. charitable).
Financial Gain	Where there is a revenue or credit above any reasonable costs that were incurred in making available or supplying a copy of the Data. This includes activities making use of the Data that leads to, or is intended to lead to, income-generating work in any way whatsoever.
Use	View, disclose, reproduce, prepare derivative works, distribute copies, quote or review.
Data	The data, documents or information (not including logos) made available by Natural England.
Service	The supply of data, documents, information, products, advice or services which incorporate or makes use of the Data.

Examples of Non-Commercial use:

- Private study, research, criticism, news reporting and review.
- The supply of Services where there is no Financial Gain to the provider or recipient, e.g. voluntary work.
- A public body responding to enquiries under the Environmental Information Regulations (EIR), the Freedom of Information Act (FOI), the Data Protection Act (DPA) or other statutory instruments.
- A public body supplying data to another public body for the purpose of either one carrying out its public task (e.g. a county council providing data to a district council), providing the receiving body is not using the data commercially and accepts these terms of use.

If you want to use the Data for a Commercial purpose you must obtain a licence from Natural England through the [Natural England Enquiry Service](#).

Natural England reserves the right to make a charge for Commercial use of the Data. However, Natural England's purpose is to conserve and enhance the natural environment and the decision on the terms, or need for a commercial licence, will be taken in the context of each request.

2. General Terms

- a. Nothing in these Terms of Use will in any way restrict your statutory rights of access to and use of the Data supplied.
- b. By using the Data supplied you are accepting these Terms of Use in full.
- c. You may continue to use the Data for either a period of one year or, if the Data contains derived data for which the licence expires sooner than one year, until this derived data licence expires.
- d. Natural England reserves the right to terminate this agreement for the Non-Commercial use of its Data at any time. In the event of termination you shall cease to use the Data, and if we request you shall immediately either return or destroy the Data and provide us with confirmation of the action you have taken.
- e. The Data is subject to copyright protection under the Copyright Designs and Patents Act 1988.
- f. Any product derived from or incorporating the Data must include the following statement: *"Contains, or is based on, information supplied by Natural England."* If the Data is derived from or includes third party data supplied by Natural England additional third party statements may also be required (see below).
- g. The Data must be re-used accurately and not in a misleading context.
- h. The Data has not been prepared to meet individual requirements. It is your responsibility to ensure that the Data meets your needs.
- i. Natural England shall not in any event be liable for any loss of Data or profits or any loss of or interruption to business caused by use of this Data. Natural England does not attempt to exclude any liability that cannot legally be excluded.
- j. Natural England cannot guarantee that the Data is free of defects and you should

undertake appropriate checks before use. If the Data has been supplied in an electronic format you should check it for viruses and other issues that may affect your computer.

- k. Natural England cannot confirm that the Data in its possession will always be accurate, complete, up-to-date or valid. Natural England will take reasonable care to ensure that you are provided with an accurate copy of the Data from our records.
- l. Natural England cannot allow use of the Data in internet mapping services such as Google Earth/Maps, Yahoo Maps or Microsoft Virtual Earth without prior consent. (This is because the data may contain third party IPR).
- m. You may pass the Data on to third parties for their non-commercial use providing the Data is accompanied by a link to these Terms of Use.
- n. Natural England reserves the right to change these Terms of Use at any time and without warning. If changes occur, a copy of these new Terms of Use will be made available on the Natural England website and are effective immediately. Continued use of the information and data after these updated or amended Terms of Use are published is deemed acceptance of the new Terms of Use. We recommend that you return to these pages on a regular basis.

3. Security of Personal Information

If the Data we have supplied contains personal information as defined by the Data Protection Act 1998 then the following Terms will apply.

- a. The Data is confidential and is not considered to be public information.
- b. You may not copy or otherwise reproduce the Data without our written consent.
- c. You must not distribute or disseminate the Data to the public, partners [private or public sector] or any other person or organisation without our written consent. Others seeking access to the Data should make a request directly to us.
- d. You must not publish or broadcast the Data in any format, including on the internet, without our written consent.
- e. Your copy of the Data must be kept secure from any unauthorised or accidental use, access, duplication, disclosure, damage, loss or destruction. It must be labelled as confidential, and kept in a locked filing cabinet, desk or room. If held on a computer it must be in a password protected file, inaccessible to other users.
- f. You must ensure that you manage any personal information within the Data supplied in accordance with the terms of the Data Protection Act 1998.
- g. You must either delete or return the Data [we will specify which] at the end of the period specified at 2c.

4. Derived Data

- a. The Data may be derived (in whole or in part) from third party data for which Natural England holds a licence. In these cases the third party data supplier often retains rights in the Data. If this is the case Natural England will endeavour to inform you (at the time of supply) of third parties that retain rights to the Data, the appropriate third party specific terms will then apply which may be more restrictive than those applying to Natural

England owned Data. However, Natural England accepts no liabilities for any failure to provide a notice of such third party retained rights.

- b. Natural England confirms it has the right to issue the following third party data licences/terms:
- i. If the Data contains or is derived in whole or in part from **Ordnance Survey** data the terms of the Ordnance Survey End User Licence (Annex A) will apply. The following statement should be added to all products: *“Contains, or is derived from, information supplied by Ordnance Survey. © Crown copyright and database rights [insert year of supply]. Ordnance Survey 100022021.”*
If you intend to incorporate Ordnance Survey base or derived data that has been sourced from another organisation you should add the licence numbers for each source of data to the above statement.
 - ii. If the Data contains or is derived in whole or in part from **Getmapping** data the terms of the APGB Getmapping End User Licence (Annex B) will apply. The following statement should be added to all products: *“© Getmapping plc and Bluesky International Ltd [Year].”*
 - iii. If the Data contains or is derived in whole or in part from **Landmark Information Group Historical Mapping** data the following statement should be added to all products: *“Derived from data © Crown Copyright and Landmark Information Group.”*
 - iv. If the Data contains or is derived in whole or in part from **Next Perspectives** data the following statement should be added to all products: *“Licensed to Natural England for the PGA through Next Perspectives™. Permitted use: Natural England core business.”*
 - v. If the Data contains or is derived in whole or in part from **British Geological Survey** data the following statement should be added to all products: *“Derived from [insert scale of data] scale BGS Digital Data under Licence, DEFRA Affiliated Network Member reference number 2011/052 British Geological Survey. © NERC.”*
 - vi. If the Data contains or is derived in whole or in part from **Oceanwise** data the following statement should be added to all products: *“© Crown Copyright, [insert year]. All rights reserved. License No. EK001-20120601. Not to be used for Navigation”.*
 - vii. If the Data contains or is derived in whole or in part from **Cranfield University** data the following statement should be added to all products: *“Contains, or is derived from, information supplied by Soils data © Cranfield University (NSRI) and for the Controller of HMSO [Year]”.*
 - viii. If the Data contains or is derived in whole or in part from **Forestry Commission** data the following statement should be added to all products: *“Contains, or is derived from, information supplied by Forestry Commission.”*
 - ix. If the Data contains or is derived in whole or in part from **Rural Payments Agency** Anonymised CLAD (Customer Land Database) Rural Land Register data the following statement should be added to all products: *“Contains, or is derived from, information supplied by the Ordnance Survey and Rural Payments Agency.”*

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- x. If the Data contains or is derived in whole or in part from **UKHO** data the following statement should be added to all products: *"Admiralty Charts © Crown Copyright, 2012. All rights reserved. License No. EK001-GOV001. NOT TO BE USED FOR NAVIGATION."*
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- xii. If the Data contains or is derived in whole or in part from **Centre for Ecology and Hydrology Land Cover Map 2007 raster** data the following statement should be added to all products: *"Based upon LCM2007 © NERC (CEH) [Year]. Contains Ordnance Survey data © Crown Copyright 2007. © third party licensors."*
- xiii. If the Data contains data or information provided by a Data Provider not listed, the End User should contact the Data Provider as identified in the metadata in order to identify the appropriate acknowledgement.

5. Governing Law:

These Terms of Use are made under the laws of England and Wales and come under the exclusive jurisdiction of the courts of England and Wales.

6. Contact Details:

All queries relating to these terms of use should be directed to [Natural England's Enquiry Service](#).

For further information about how to access Natural England's publications, maps and data, please visit our [Publications, Maps and Data page](#).

For any enquiries about geographic data please visit our [How to access Natural England's Maps and Data page](#) or contact our mailbox: data.services@naturalengland.org.uk.

Annex A: The Public Sector End User Licence

By using the Data supplied, you, the End User, agree the following in consideration for your being permitted to use the data supplied under this Licence:

(1) Natural England
of Head Office, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX (the Licensor);

and

(2) You (the End User);

Background

The Licensor is a Public Body licensed by Ordnance Survey to use Supplied Data upon particular terms. The End User Licence found at the link below is entered into pursuant to the Licensor's licence with Ordnance Survey, to set out the terms upon which the End User is licensed to use Supplied Data. Use of this data constitutes agreement with this licence.

<https://www.ordnancesurvey.co.uk/business-and-government/public-sector/mapping-agreements/end-user-licence.html>

Appendix 1 to the End User Licence

Supplied Data

- Natural England's Information and Data.
- Exception: Ordnance Survey PSMA products are not supplied by Natural England.

Appendix 2 to the End User Licence

End User Purpose

- If the Supplied Data is derived in whole or in part from Ordnance Survey data you are only permitted to use and copy the Supplied Data if this supports the Delivery of Natural England's Strategic direction found on Natural England's website <https://www.gov.uk/government/organisations/natural-england>.
- When this licence expires or is terminated you must delete all the data, including copies that you have made, from all your systems and, unless otherwise advised in writing by us, confirm the actions have been taken.
- Such licensed use is only allowed until 31st March 2021 unless otherwise advised in writing by us.
- For avoidance of doubt, under this license you are not permitted to use the supplied Data for any other purpose including Commercial Purposes and or Competing Activities.

Copyright

In addition to the copyright statement specified at 2f in the Natural England Terms of Use for Information and Data you should add the following text to your map: "Contains, or is derived from, information supplied by Ordnance Survey. © Crown copyright and database right [insert year of supply]. All rights reserved. Ordnance Survey Licence number 100022021." If you intend to incorporate Ordnance Survey base or derived data that has been separately sourced you should add the licence numbers for each source of data to the above statement.

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Annex B: The APGB End User Licence

Getmapping End User Licence

The End User Licence found at the link below is entered into pursuant to the Licensor's licence with Getmapping, to set out the terms upon which the End User is licensed to use Supplied Data. Use of this data constitutes agreement with this licence.

- (1) Natural England, whose principal place of business is at: Head office, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX ("**Licensor**"); and
- (2) You being the "**End User**"; together the "**Parties**"

<https://www.apgb.co.uk/licencing> see "**APGB Public Sector End User Licence**"

Copyright statement to use: "© *Getmapping plc and Bluesky International Ltd [Year].*"