














Developer Licence

This Licence:


-  Is **free of charge**.
-  Is for **[6/12] months** and will renew automatically on the same terms every **12 months** unless terminated, [or];
-  [Is for **x months only** where the [Licensor] Data contains Third Party Data. 'Third Party Data' includes, but is not limited to, [list Third Party datasets].]
-  Includes both this page and the small print below. Please read all of me before downloading any [Licensor] Data so that you understand me. '[Licensor] Data' means any [Licensor] datasets that you have access to (including the Third Party Data referred to above).
-  Is only available to registered members of the [registration scheme].
-  Permits you to only do the things listed below:

	Evaluate [Licensor] Data to see if what we're offering is what you need.
	Use [Licensor] Data to research and develop your ideas and propositions whether or not you eventually want to turn them into commercial products or services, for example to identify potential benefits and/or commercial opportunities for your business or to help build your business case for licensing one or more of our datasets.
	Publish small extracts of [Licensor] Data to promote your use of [Licensor] Data in articles and at events that intend to share or widen knowledge (such as academic papers, trade journals or industry conferences).
	Display [Licensor] Data or create working prototypes using [Licensor] Data to demonstrate and promote how your ideas or propositions for using our data would work, which is ideal if you're talking to potential customers, agents, investors or other financial backers. You can also provide prototypes for a short time to any of these people if it helps them to make a better assessment of your idea or proposition.

In return, we ask you to:

	Use the correct [Licensor] Data and Third Party Data acknowledgements set out in our style guide at the following link: [insert hyperlink] Please note that this does not mean you can use [Licensor] branding or anything that can be confused with it.
	Any prototypes that you are permitted to provide to potential customers, agents, investors or other financial backers for assessment should be returned to you or destroyed immediately after the assessment.
	Take sensible measures to make sure all [Licensor] Data supplied to you is secure from any unauthorised use or access.

Under this Licence you are not permitted to do the following:

	Make [Licensor] Data or any products or services incorporating [Licensor] Data available commercially. If you wish to offer a commercial product or service using [Licensor] Data tell us and we can discuss how we can enable you to do so.
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1 Parties

This Licence is between *[Licensor]*, a company registered in England and Wales (company registration number *[xxxxxxx]*) whose registered address is at *[xxxxxxx]* (**we/us/our/[Licensor]**) and the person or organisation who downloads the OS Data (**you/your**). You and we are each a **party** and together the **parties**.

2 Licence

Subject to the restrictions referred to in this Licence, we grant you a non-exclusive, non-transferable, revocable licence to use *[Licensor]* Data during the Term for the permitted purposes described in the table above.

By downloading *[Licensor]* Data you agree to be bound by these terms and conditions. Downloading of the *[Licensor]* Data by you constitutes acceptance by us of your request. These terms and conditions form the licence between you and us (**Licence**).

This Licence commences with effect from the date we enable you to access the *[Licensor]* Data.

3 Intellectual Property Rights

We and/or our suppliers (including the Crown) own all the intellectual property rights in *[Licensor]* Data. All rights not expressly granted are reserved to *[Licensor]* and its licensors (including the Crown).

4 Feedback

At our request, you will give us reasonable details about your intended use for *[Licensor]* Data under this Licence by whatever means we might reasonably request.

5 No Warranty

It is your responsibility to ensure that the *[Licensor]* Data you request is what you need. *[Licensor]* Data is provided 'as is' and without any warranty or condition express or implied, statutory or otherwise as to its quality or fitness for purpose. Except as expressly stated in this Licence, all conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of the *[Licensor]* Data are hereby excluded to the fullest extent permitted by law.

6 Liabilities

There is nothing in this Licence that excludes or limits your liability for an infringement or breach of our intellectual property rights.

Neither party excludes its liability to the other under this Licence for fraud, and for personal injury or death caused either by its negligence or that of its employees and authorised subcontractors and agents.

Subject to the above, neither party shall be liable to the other for indirect, special or consequential loss or damage or any other financial loss (howsoever caused) which occurs as a result of the use of, or lack of performance of the *[Licensor]* Data.

7 Termination

Either party may terminate this Licence with immediate effect. This Licence shall terminate automatically if you cease to be a registered member of the *[registration scheme]*. Termination or expiry of this Licence shall not affect either party's accrued rights and remedies. On the termination of this licence you shall:

- immediately cease using the *[Licensor]* Data;
- destroy (or at our option return) all *[Licensor]* Data under this Licence that you hold or for which you are responsible including any *[Licensor]* Data that is embedded into any other material and provide written confirmation that you have done so at our request;
- make sure anyone else you have supplied *[Licensor]* Data to under this Licence also adheres to these conditions.

Any provision that is expressly or by implication intended to survive the termination of this Licence shall continue in full force and effect.

8 Other General Provisions

This Licence sets out the entire agreement and understanding between you and us in respect of the subject matter of this Licence.

We reserve the right to change any part of this Licence, including the availability of the *[Licensor]* Data. We shall endeavour to provide reasonable notice of such changes but in certain circumstances we may be required to make changes with immediate effect.

Any notice under this Licence shall be effected when given to your registered e-mail address.

You shall not assign, transfer or novate rights and obligations under this Licence. We shall be entitled to assign, transfer or novate the benefits and obligations of this Licence to any government body or nominated subcontractor or, in the event of the transfer of all or any of our activities or functions to any other entity, to the entity to which our functions have been transferred. You expressly agree to the assumption of our obligations under this Licence by that entity.

This Licence will be governed by English law and both parties agree to the exclusive jurisdiction of the English courts.

A person who is not a party to this Licence has no rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any term of this Licence.