

Terms and Conditions

1 Acceptance of terms and conditions

- 1.1** Use of OneScotland Gazetteer data is subject to the following terms and conditions. By using the data, you (and any third parties/contractors working for you) are deemed to have accepted and agreed to the terms and conditions.

2 Modification of terms and conditions

- 2.1** These terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and the OneScotland Gazetteer Board in respect of OneScotland Gazetteer data.
- 2.2** The OneScotland Gazetteer Board may at any time modify the terms and conditions and your continued use of the data will be subject to the terms and conditions in force at the time of such use.

3 Disclaimer

- 3.1** Your use of the data is entirely at your own risk. We make no warranty, representation or guarantee that the data is error free.
- 3.2** Note that quality checks have not been run against data provided in file format. Data provided through web services has passed basic quality checks, and reports are available, but attribute and spatial accuracy is not guaranteed.

4 Data use

- 4.1** Data provided by the OneScotland Gazetteer Board is to be used by you only in connection with the work specified in an approved OneScotland Gazetteer *Data Request Form*. A new *Data Request Form* must be submitted and approved if:
- You need data for additional projects or activities.
 - You need data for a live implementation but it has only been provided to you for test purposes.
 - You wish to provide data to a third party/contractor (if approved, you are then responsible for ensuring that they also abide by these Terms and Conditions).

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- Your data has expired (each Data Request is valid for 12 months from the first data supply).
- 4.2** If you publish any of the data in digital or paper format, you must acknowledge its source as the OneScotland Gazetteer.
- 4.3** You must not present out-of date information as being current or in a manner that is likely to mislead others.
- 4.4** You must send the OneScotland Gazetteer Board, if they ask for it, one complimentary copy of any product created using OneScotland Gazetteer data, including a free end-user licence.
- 4.5** Any commercial use of data provided to you is strictly prohibited. This includes the original data supply and any value added data.
- 4.6** The OneScotland Gazetteer Board may publish, via documents and public websites, information that you have provided on the *Data Request Form*.
- 4.7** The OneScotland Gazetteer Board may require feedback from you about your use of the data/service supplied to you in terms of usability, quality or other supporting information required for the compilation of benefits reporting etc.

5 Licensing

- 5.1** By agreeing to these Terms and Conditions you are indicating that you have appropriate third party data licences in place. This will be your sole responsibility and the OneScotland Gazetteer Board will not accept any liability in respect of any breaches of such licences.

6 Data Security

- 6.1** If you are connecting to the data via web services, you must agree to the Improvement Service's security requirements.
- 6.2** You must apply adequate security to any data held within your own infrastructure.

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7 User Support

- 7.1** You must not contact local authority gazetteer staff directly but should send all data queries to the OneScotland Gazetteer Custodian. Queries will be logged; however, query resolution is not guaranteed at this time.

8 Termination of Agreement

- 8.1** You or the OneScotland Gazetteer Board have the right to end the data use agreement at any time by giving 28 days notice in writing or by email to the other party.
- 8.2** If the agreement is ended, you must destroy all original and backup digital data. You must also destroy all value added data, if requested by the OneScotland Gazetteer Board.