

Licence Agreement for the use of data from the Herefordshire HER: Terms and Conditions

1. HER data is provided for the sole use of the licensee for the purposes specified and will not be passed on to third parties or used for other purposes than that for which it was supplied. The HER data should not be used for purposes which damage archaeological sites, historic buildings or historic landscapes. Misuse of the information provided may result in the licensee being denied access to HER information in the future.
2. The use of the HER data is normally licenced for 12 months. Requests to extend the licence period must be made not less than 10 working days before the expiry of the licence. It is the responsibility of the licensee to ensure that updated information is obtained from the HER where there is a significant delay between the supply of HER data and the production of a report.
3. On expiry of the licence period the licensee will erase all copies of the HER data held in digital form.
4. The data is the copyright of Herefordshire Council and should not be reproduced in the public domain without the written permission of the HER, except as an abstract in documents explicitly covered by the licence agreement. The HER should be suitably acknowledged as the source of the information. Where GIS data is supplied, the data was created using an underlying Ordnance Survey map base. Ordnance Survey copyright should be acknowledged by the addition of the following copyright statement on any maps produced using the data:
This map is based upon Ordnance Survey material with the permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office © Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings. Herefordshire Council Licence No. 10024168. Additional Information © Herefordshire Council.
5. The license does not permit the reuse of any historical mapping or aerial photography provided; this is purely for research purposes.
6. The licensee will inform the HER of any new sites or information that comes to light as a result of the research. Submission should be in the form of a hardcopy (mailed to the HER) and a digital copy (preferably uploaded through OASIS). NB this does not supersede any requirements for the provision of reports as stipulated in any briefs for archaeological work provided by Herefordshire Council's Archaeological Advisor.
7. Whilst every effort is made to ensure the accuracy of HER data, Herefordshire Council bears no legal responsibility for the accuracy or comprehensiveness of the data provided and accepts no liability for indirect, consequential or incidental damages or losses arising from use of the data.
8. The boundaries of designated heritage assets (e.g. Scheduled Monuments, Listed Buildings, etc.) shown on any maps provided by the HER have been provided digitally by Historic England and are intended to act as a guide only. For definitive information on designated heritage assets the enquirer should contact Historic England and/or consult the National Heritage List for England.
9. Failure to comply with any of the terms and conditions of this agreement will be construed as a breach of these terms and conditions and will result in the immediate termination of the licence. On receiving notification that a licence has been terminated the licensee will immediately erase or otherwise destroy all copies of the HER data. The licensee must provide written confirmation to the County Archaeological Service that this has been carried out within 5 working days of the termination of the licence.
10. Herefordshire Council retains its right to use legal proceedings to protect its copyright.
11. By agreeing to the Licence Agreement you consent that your data will be stored on our servers and only used for purposes related to the administration and management of the HER, and for invoicing your data will remain confidential and will only be used for the stated purpose.

Licence Agreement for the use of data from the Herefordshire HER: Schedule 1

The Licence Agreement related to the following data:

- 1. HER data for the indicated study area includes;
 - Monuments
 - Events
 - Scheduled Monuments
 - Listed Buildings
 - Registered Parks and Gardens
 - Conservation Areas
 - Historic Landscape Characterisation Data

I have read and accept the terms and conditions of the licence agreement above.

Signed:	Date:
Organisation:	
Date of Licence: From:	To:
Purpose data licenced for:	

Please email your completed licence form to: herenquiries@herefordshire.gov.uk

FOR OFFICE USE:

Date Licence Agreement Received	Date Data Supplied	Date Licence Extended to	Date Data Deleted	Date Licence Terminated