

# Terms and Conditions

Please read the following Terms and Conditions carefully, as they form an integral part of the 'data request' process. By agreeing to these Terms and Conditions you are acknowledging that you have read them, understand their implications and will apply them once you have received information from us. These terms and conditions were applicable when this document was created on 18 May 2022.

## 1. Sensitive & Confidential Information

- 1.1 I agree to adhere to the procedures for handling sensitive information as specified in section 2.2.13. of Cofnod's 'Data Sourcing Management and Use' policy, available from <http://www.cofnod.org.uk/Library>.
- 1.2 I agree that data marked as sensitive or confidential are provided outside the Environmental Information Regulations 2004 (EIR) and the Freedom of Information Act (FoIA) 2000 (to prevent its becoming by default "public information"). These data are issued only to those 'Data Users' specified in the data request.
- 1.3 I agree that, when held by a public body (as defined separately by the FoIA and EIR), the data will still be subject to FoIA and EIR, but proper regard must be given to its level of sensitivity in assessing whether to release this data in response to a request under that legislation in a public interest test.

## 2. General Terms & Conditions

- 2.1 I agree that data supplied by Cofnod ('the data') and any online access to data, e.g. through an eMapper Link, as well as any derivative of 'the data', such as downloads, electronic and paper tables and maps, can be accessed only by those specified as 'Data Users' in the data request and that they have received a copy of these 'Terms and Conditions'.
- 2.2 I agree that I cannot pass 'the data' on to other bodies, individuals any other unspecified third parties without the written permission of Cofnod.
- 2.3 I will not copy, distribute, disseminate, publish or broadcast 'the data' in any format, including on the Internet, without the written permission of Cofnod.
- 2.4 I agree that where other parties require access to 'the data', I will direct them to Cofnod.
- 2.5 I agree that 'the data' must not be entered into a computerised database or Geographic Information System (GIS) for a period longer than 6 months, unless otherwise specified by Cofnod.
- 2.6 I agree to keep 'the data' secure from unauthorised or accidental use, access, disclosure or loss, and to take reasonable practical steps to ensure the security of 'the data'.
- 2.7 I agree that I or anyone specified to use the 'the data' cannot do so for any other purpose than that for which it was requested.
- 2.8 I agree that permission to use 'the data' expires 6 months (The 'Expiry Date') from when the data was produced, the 'Search Date'.
- 2.9 I agree to delete or destroy 'the data' within 6 months. I shall contact Cofnod within 1 month of the 'Expiry date' if access to 'the data' is still required.
- 2.10 I agree that data requested will be used for legitimate and legal purposes.
- 2.11 I confirm that neither I, nor to the best of my knowledge anyone else specified in the data request, have been investigated for or convicted of any form of wildlife crime.
- 2.12 I confirm that neither I, nor to the best of my knowledge anyone else specified in the data request, have previously misused data obtained from this or other Local Environmental Records Centres.
- 2.13 I agree that the copyright of raw biological records remains with the original recorder and that copyright of processed data and reports belongs to Cofnod.
- 2.14 I will not hold Cofnod or its data suppliers liable for problems and/or financial loss, which might arise from inaccuracy of any data supplied by Cofnod.
- 2.15 I will ensure that Cofnod are acknowledged in any publication or report produced using data it has supplied and that no charge will be made to Cofnod in supplying a copy of that publication or report.
- 2.16 I agree that data are provided 'as held' by Cofnod and were deemed to be accurate at the time of collection. Cofnod cannot guarantee the accuracy of data supplied, although all data are handled in accordance with Cofnod's Data Quality Policy.
- 2.17 I understand that use of 'the data' does not in any way replace the need for adequate field survey.
- 2.18 I understand that records showing the presence of a habitat or species does not guarantee continued occurrence of that habitat or species. Furthermore, absence of records does not necessarily imply absence of a habitat or species, merely that they may not be held by Cofnod or that they cannot be supplied as part of the data request.
- 2.19 I understand that Cofnod operates as a not-for-profit company for the provision of objective biodiversity information. Charges made are purely administrative to reflect the cost of collating, managing and disseminating the information.
- 2.20 I understand that Cofnod handles personal data related to the Data Request process according to its Data Protection Statement, available from our website.

## Contact Us

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