

PARISH ONLINE (a GeoXsphere product)



PARISH ONLINE

TERMS AND CONDITIONS

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'Parish Online' is a product of GeoXphere Ltd, PO Box 6987, Basingstoke, RG24 4HQ, United Kingdom with company registration number 11348164 ('GeoXsphere')

This document constitutes the entire agreement between GeoXsphere and a Town, Parish or Community Council ('the Customer') governing the terms and conditions of use of the Parish Online System ('the Service')

1. DEFINITIONS

'The Service' means the Parish Online system including all the imagery and map data provided as well as the various functions and tools provided to add Customer Data and to analyse, annotate and print information.

'The Customer' means a Town, Parish or Community Council using Parish Online, whether the Customer is fee-paying or using the Service under an agreed Free Trial.

'Imagery' means the digital aerial photographic image(s) delivered to the Customer by the Service.

'Mapping' means online raster mapping and address data as provided by Ordnance Survey under the Public Sector Mapping Agreement (PSMA) as well as any other Geographic Information provided by the Service.

'Customer Data' means information added to the Service by the Customer as well as any data provided to the Customer by the Customer's associated District, County or Unitary Authority.

'Fee' means the annual subscription paid for The Service.

'Agreed Use' means the Terms and Conditions of the use of The Service by The Customer as defined in this agreement.

'Licence' means the access granted under this Agreement to The Customer to use The Service.

2. AGREED USE

GeoXsphere grants the Customer a non-exclusive, non-transferable licence to use the Service for the following Agreed Use:

1. The Service shall be used only by members of the Customer's council (including the Council Clerk). If the Customer wishes to appoint other users of the Service on behalf of the Customer then this must be agreed with GeoXsphere in writing in advance, and GeoXsphere agrees not to withhold agreement unreasonably.
2. The Service shall be used for the Customer's internal business use only. 'Internal Business Use' includes all the Customer's duties and responsibilities as defined by the

Powers and Responsibilities of Town and Parish Councils in Local Government legislation. For the avoidance of doubt the Service shall not be used for any of the following purposes without the express, prior, written permission of GeoXphere:

- For the benefit of any other Town, Parish or Community Council or any other organisation
- For the production of any product or any information which will be available for sale to any third party
- For public broadcast, general publication, or publication on the Internet (other than the Customer's own websites)

3. UNDERTAKINGS OF GEOXPHERE

GeoXphere agrees to take reasonable care to ensure that:

1. The Service has a high availability and that any downtime is of short duration
2. The Service works to its specification
3. The data (both third party data and GeoXphere's imagery) is the latest available
4. Customer Data is kept available while the Customer is paying the Fees. Customer Data will also be kept secure from disclosure to any third party.

GeoXphere also agrees that:

5. Customer Data is owned by the Customer and will not be used by GeoXphere for any purpose

GeoXphere may assign, transfer, sub-contract, charge or otherwise part with this Licence or any rights or obligations under it

4. UNDERTAKINGS OF THE CUSTOMER

The Customer agrees as follows:

1. To ensure that the Service is used only in accordance with the terms of this Agreement
2. To ensure that they adhere to all copyright restrictions to data.
3. To use all Ordnance Survey data in accordance with the terms of OS's PSMA contract
4. To use any third-party data in accordance with the appropriate third party terms and conditions
5. Not to use the Service for any purpose that might, in the reasonable opinion of GeoXphere, be derogatory to GeoXphere or its partners

6. Not to use the Service for storing any sensitive or classified information, as the Service does not comply with the Data Protection Act
7. Not to assign, transfer, sub-contract, charge or otherwise part with this Licence or any rights or obligations under it

5. WARRANTY AND LIMIT OF LIABILITY

1. Whilst GeoXphere endeavours to ensure that the Service is correct, no warranty, expressed or implied, is given as to its accuracy and GeoXphere does not accept any liability for error or omission.
2. GeoXphere takes reasonable effort to ensure the accuracy and security of the Service. However GeoXphere does not accept any liability in respect of any loss, damage or injury (financial, contractual or otherwise) sustained as a result of the Customer's reliance on the Service. To the maximum extent allowable in law, GeoXphere shall not be liable for any economic, direct or indirect, unforeseeable or consequential loss or damage, whether from negligence or otherwise, arising from the use of the Service
3. In any case GeoXphere's total liability shall be limited to the amount of the annual Fee. Once this amount has been reached, whether this be for one or several connected or unconnected events, GeoXphere's liability shall cease

6. FEES

The Customer agrees to pay an Annual Fee in advance for The Service as agreed between the parties.

7. TERMINATION

The Customer may terminate the Service at any time

GeoXphere may terminate the Service at any time if the Customer is in breach of the terms of this Agreement

No refund will be payable if the Service is terminated early

Should the Service be terminated then the Customer will ensure that any existing images, printed or otherwise are treated in accordance with the above terms and conditions

On termination, if required, Customer Data will be supplied to the Customer in a GIS format (.shp) for a charge of £50.00 ex VAT.

8. GENERAL

1. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, negotiations and discussions between the Parties. These terms and conditions may only be varied in writing by GeoXsphere and an authorised representative of the Customer.
2. If any of these terms and conditions should be determined to be illegal, invalid or otherwise unenforceable, then it shall be severed and deleted from the Agreement and the remaining terms shall remain in full force and effect and continue to be binding and enforceable.

9. LAW

This Agreement shall be governed by and construed in accordance with the laws of England and the parties accept the jurisdiction of the English Courts.