

DATA LICENCE AGREEMENT FOR ACTIVE PLACES DATA

IMPORTANT INFORMATION: THIS LICENCE AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF SPORT ENGLAND'S ACTIVE PLACES MADE AVAILABLE AT: WWW.ACTIVEPLACESPOWER.COM ("THE DATA"). USE OF THE DATA MADE AVAILABLE UNDER THIS LICENCE AGREEMENT INDICATES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS BELOW.

1. Open Government Licence

This Licence Agreement (the "**Licence**") incorporates the Open Government Licence for public sector information (see below and <http://www.nationalarchives.gov.uk/doc/open-government-licence/>) as amended to contain the Intellectual Property Rights Ownership and Attribution and other terms specific to Sport England.

2. Intellectual Property Rights Ownership and Attribution

2.1 Ownership. All copyright, database rights, trade marks, design rights (whether registered or not registered), patents and rights in inventions and all similar rights existing anywhere in the world ("**Intellectual Property Rights**") in the Data are and shall remain the property of Sport England and its licensors (if any) ("**Sport England**"). References below in the Open Government Licence to the "Licensor" and the "Information Provider" shall refer to Sport England.

2.2 Attribution. You must always use the following attribution statement and copyright notice in any copies or modifications of this Data to acknowledge the source of the information:

"Contains Data © Sport England"

and, where possible, provide a link to this Licence. If you are using information from several information providers and multiple attributions are not practical in your product or application, you may use the following:

"Contains public sector information licensed under the Open Government Licence v2.0"

2.3 Trade marks. Except with regard to your responsibility under Clause 2.3 to use an attribution statement and copyright notice when using the Data, nothing in this Agreement shall constitute a licence to use any of the trade marks, business names or logos of Sport England, the English Sports Council or the Department of Culture, Media and Sport without the prior written consent of Sport England (which it may exercise in its absolute discretion).

3. Risk and Liability

3.1 No Warranty. Your attention is drawn to the 'No Warranty' provisions in the Open Government Licence below. You agree that Sport England makes no warranties, representations, undertakings or any obligations whatsoever regarding the Data including, without limitation, no warranties, representations, undertakings or other obligations regarding the accuracy, integrity, availability and fitness for any particular purpose of the Active Places Data. You agree that your use of the Data is at your own risk and that you shall be responsible for any use that you make of the Data. In particular, whilst Sport England has used reasonable endeavours to ensure that any personal data (as defined under the Data Protection Act 1998) has been redacted, you are advised before any use, copying or distribution of the personal data to check that all personal data has been redacted.

3.2 Limitation of Liability. Except with regard to liability for personal injury and death and any other liability that may not by applicable law be excluded, Sport England hereby disclaims all liability with regard to the Data and its use by you under this Licence. You agree that these provisions are reasonable given the availability of the Data under this Licence.

3.3 Consequential Loss. In no event shall either you or Sport England be liable under this Licence for any loss of profits, loss of business opportunity, loss of reputation or any special, indirect or consequential loss.

4. Termination

Any breach of this Licence shall entitle Sport England to terminate this Licence with immediate effect upon notice to you at such contact details as you may register on this Web Site.

5. Force Majeure

No party under this Licence shall be liable to the other party for any event beyond its reasonable control including, without limitation, any act of God, failure in availability of Internet connections, telecommunications, web site access, power failures.

6. Notices

You agree to notify us using app.enquiries@sportengland.org of any breach of this Licence that comes to your attention including any apparent breach of this Licence that may come to your attention by any third party.

7. Feedback

We are interested in your feedback on the Data and the use you make of that data. If you wish to send us feedback on the Data including, without limitation, any suggestions for improvement, please use activeplacesdata@sportengland.org

8. Third Party Rights

With the exception of the Crown acting through the Department of Culture, Media and Sport or any other applicable Government Department or Agency, no party who is not a party to this Licence shall have any right to enforce any term of this Licence.

9. Governing Law

Sport England is based in England and Wales and both you and Sport England agree that this law shall be governed by the laws of England and Wales and shall be subject to the jurisdiction of the courts of England and Wales

OPEN GOVERNMENT LICENCE FOR PUBLIC SECTOR INFORMATION

You are encouraged to use and re-use the Information that is available under this licence, the Open Government Licence, freely and flexibly, with only a few conditions.

1. USING INFORMATION UNDER THIS LICENCE

- 1.1 Use of copyright and database right material expressly made available under this licence (the "**Information**") indicates your acceptance of the terms and conditions below.
- 1.2 The Licensor grants you a worldwide, royalty-free, perpetual, non-exclusive licence to use the Information subject to the conditions below.
- 1.3 This licence does not affect your freedom under fair dealing or fair use or any other copyright or database right exceptions and limitations.
- 1.4 **You are free to:**
 - 1.4.1 copy, publish, distribute and transmit the Information;
 - 1.4.2 adapt the Information;
 - 1.4.3 exploit the Information commercially for example, by combining it with other Information, or by including it in your own product or application.
- 1.5 **You must, where you do any of the above** acknowledge the source of the Information by including any attribution statement specified by the Information Provider(s) and, where possible, provide a link to this licence.
- 1.6 If the Information Provider does not provide a specific attribution statement, or if you are using Information from several Information Providers and multiple attributions are not practical in your product or application, you may consider using the following: "*Contains public sector information licensed under the Open Government Licence v2.0.*"
- 1.7 These are important conditions of this licence and if you fail to comply with them the rights granted to you under this licence, or any similar licence granted by the Licensor, will end automatically.

2. EXEMPTIONS

This licence does not cover the use of:

- 2.1 personal data in the Information;
- 2.2 information that has neither been published nor disclosed under information access legislation (including the Freedom of Information Acts for the UK and Scotland) by or with the consent of the Information Provider;
- 2.3 departmental or public sector organisation logos, crests and the Royal Arms except where they form an integral part of a document or dataset;
- 2.4 military insignia;

- 2.5 third party rights the Information Provider is not authorised to license;
- 2.6 information subject to other intellectual property rights, including patents, trademarks, and design rights; and
- 2.7 identity documents such as the British Passport.

3. NO WARRANTY

- 3.1 The Information is licensed "as is" and the Information Provider excludes all representations, warranties, obligations and liabilities in relation to the Information to the maximum extent permitted by law.
- 3.2 The Information Provider is not liable for any errors or omissions in the Information and shall not be liable for any loss, injury or damage of any kind caused by its use. The Information Provider does not guarantee the continued supply of the Information.

4. GOVERNING LAW

This licence is governed by the laws of the jurisdiction in which the Information Provider has its principal place of business, unless otherwise specified by the Information Provider.

5. DEFINITIONS

In this licence, the terms below have the following meanings:

"Information"

means information protected by copyright or by database right (for example, literary and artistic works, content, data and source code) offered for use under the terms of this licence;

"Information Provider"

means the person or organisation providing the Information under this licence;

"Licensor"

means any Information Provider which has the authority to offer Information under the terms of this licence or the Controller of Her Majesty's Stationery Office, who has the authority to offer Information subject to Crown copyright and Crown database rights and Information subject to copyright and database right that has been assigned to or acquired by the Crown, under the terms of this licence; and

"Use"

as a verb, means doing any act which is restricted by copyright or database right, whether in the original medium or in any other medium, and includes without limitation distributing, copying, adapting, modifying as may be technically necessary to use it in a different mode or format;

"You"

means the natural or legal person, or body of persons corporate or incorporate, acquiring rights under this licence.

6. ABOUT THE OPEN GOVERNMENT LICENCE

- 6.1 The Controller of Her Majesty's Stationery Office ("**HMSO**") has developed this licence as a tool to enable Information Providers in the public sector to license the use and re-use of their Information under a common open licence. The Controller invites public sector bodies owning their own copyright and database rights to permit the use of their Information under this licence.
- 6.2 The Controller of HMSO has authority to license Information subject to copyright and database right owned by the Crown. The extent of the Controller's offer to license this Information under the terms of this licence is set out in the [UK Government Licensing Framework](#).
- 6.3 This is version 2.0 of the Open Government Licence. The Controller of HMSO may, from time to time, issue new versions of the Open Government Licence. However, you may continue to use Information licensed under this version should you wish to do so.
- 6.4 These terms have been aligned to be interoperable with any Creative Commons Attribution Licence, which covers copyright, and Open Data Commons Attribution License, which covers database rights and applicable copyrights.
- 6.5 Further context, best practice and guidance can be found in the [UK Government Licensing Framework](#) section on The National Archives website.