



Version 1.0

TERMS OF USE FOR API ACCESS

1 INTRODUCTION

- 1.1 These Terms (as defined in clause 1.3 below) set out the terms on which the United Kingdom Hydrographic Office (the "**UKHO**", "**we**", "**our**" or "**us**") makes data (the "**Data**") available, under Subscriptions paid for in accordance with clause 3, to you, the entity or person entering into these Terms as a developer ("**you**" or "**your**"), through an Application Programming Interface (the "**API**") for the purposes of developing web or mobile applications, for use by end users authorised by you (the "**End Users**"), on any platform, such that End Users are able to access the Data (the "**Solution**"). You and we are each a party and together the parties.
- 1.2 The Data is provided by the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting by the UKHO, located at Admiralty Way, Taunton, Somerset, TA1 2DN, United Kingdom. The UKHO's VAT number is GB 888 8052 64.
- 1.3 Your access to, and use of, the Data through the API is subject to all applicable laws and regulations and:
- (a) the specific terms set out in the module which is relevant to the API (the "**Module**"), which is incorporated by reference to these terms;
 - (b) the terms, conditions and notices set out in these terms of use; and
 - (c) all other documentation incorporated by reference into in these terms,
- (together, the "**Terms**"). In the event of (and to the extent of) any conflict or inconsistency between any of the terms set out in these Terms, then the term falling into the category first appearing in the list above shall take precedence.
- 1.4 Regulations 9 and 11 of the Electronic Commerce (EC Directive) Regulations 2002, relating to contracts made online, shall not apply to these Terms.

2 OWNERSHIP OF CONTENT

- 2.1 All trademarks, copyright, database rights, design rights, patents and other intellectual property rights in the Data, the API and any materials that are made available through the API (together the "**Licensed Rights**") are owned by us or our licensors or are otherwise used by us as permitted by applicable law. All rights not expressly granted are reserved to us and our licensors.
- 2.2 Except as otherwise expressly set out in these Terms, nothing shall be construed as conferring in any way (express or implied) any licence or right to use any of the Licensed Rights or any third party's rights. Where the Licensed Rights are owned, or licensed by a third party, certain restrictions apply that you must (and you should require that your End Users shall) comply with. You can find the Third Party Restrictions and other terms which are relevant to the specific API you are licensing in the Module. Your use (and your End Users use) of any Licensed Rights, except as provided in these Terms, without our written permission is strictly prohibited.
- 2.3 The following acknowledgement shall be included, such that it is visible to End Users on the Licensed Rights and your Solutions: "Contains ADMIRALTY ® data: © Crown copyright and database right". This statement should be shown in accordance with the Style Guide and Brand Guidelines (as those terms are defined in the Module) made available within the Technical Overview document in the ADMIRALTY API Developer Portal. You shall, at all times, comply with our Style Guide and Brand Guidelines.



- 2.4 We reserve the right (at our sole discretion) to advertise and publicise this licence and relationship and/or your Solution (on our website, or otherwise). You hereby grant us a licence to use your name and branding for these purposes.
- 2.5 Subject to clause 2.1, you shall own all rights, title and interest in and to the Solution. You shall have sole responsibility for the Solution, its use by the End Users, all results obtained by you from use of the Licensed Rights, and for conclusions drawn from such use.
- 2.6 You will:
- (a) notify us as soon as you become aware of, or suspect, any infringement of our Licensed Rights and give us all reasonable assistance in pursuing or dealing with any such infringement;
 - (b) not (and you shall require your End Users do not) tamper with, amend or remove any of our (or any of our licensors') copyright or database rights acknowledgements, branding, trade marks, trade mark symbols or other proprietary notices contained in the Licensed Rights; and
 - (c) not use or apply for registration of any trade mark in respect of our trade names or registered or unregistered trade marks or any part of them, nor use or apply to register any trade mark similar to or likely to be confused with any of them, nor register any domain name which is similar to or likely to be confused with any of our trade names or registered or unregistered trade marks or domain names.

3 FEES

- 3.1 **The pricing schedule for each Fair Use Limits Package (as that term is defined in the Module) can be located at the Partners area of the Admiralty website, or such area as it may be notified from time to time. Each Fair Use Limits Package purchased by you for the price specified will constitute a subscription (each a "Subscription" and together the "Subscriptions").**
- 3.2 **We may set off all monies, debts or liabilities that are due from you to us under these Terms against any amount payable by us to you under these Terms.**
- 3.3 **Except where we specify otherwise, all sums shall include VAT. If the amounts exclude VAT or any other applicable taxes, you shall pay such taxes in addition at the rate prevailing at the date of the invoice. You shall pay all amounts in pounds sterling without deduction or set off.**
- 3.4 **All amounts and fees paid by you are non-refundable and non-cancellable.**

4 TERM AND TERMINATION

- 4.1 **These Terms will commence when (i) we have received payment in respect of your first Subscription, under and in accordance with clause 3, (the "First Subscription") and (ii) you have accepted these Terms (the "Commencement Date"). These Terms shall remain in force, unless terminated earlier in accordance with these Terms, until all Subscriptions entered into under the Terms have expired or been terminated, at which point, these Terms shall automatically terminate.**
- 4.2 **Each Subscription shall commence on:**
- (a) **in respect of the First Subscription, the Commencement Date; and**
 - (b) **in respect of each Subscription thereafter, the date on which we receive payment for that Subscription (in accordance with clause 3),**

and shall continue in force for the duration of the Subscription Period, as that term is defined in the Module.



- 4.3 You will have the ability to extend a Subscription at any time prior to the end of the relevant Subscription Period by paying the fees (in accordance with clause 3 or clause 6.3) in order to extend the relevant Subscription for a further Subscription Period, as that term is defined in the Module. If you do not pay the fees (in accordance with this clause and these Terms) in order to extend the relevant Subscription, the relevant Subscription shall terminate automatically without notice at the end of the then-current Subscription Period.
- 4.4 Without affecting any other right or remedy available to us, **we may immediately suspend your access to the API and the Licensed Rights at any time (in whole or in part) if we suspect that you and/or your End Users are in breach of these Terms.**
- 4.5 **Without affecting any other right or remedy available to us, we may at any time terminate any of your Subscriptions on giving not less than 30 days written notice, such notice to expire at the end of the then-current Subscription Period of the relevant Subscription.**
- 4.6 Without affecting any other right or remedy available to us, **we may terminate these Terms and/or any of your Subscriptions with immediate effect by written notice if you (or any of your End Users):**
- (a) are in breach of any term and such breach is either incapable of being remedied or is not remedied within 30 days of a written request to do so;
 - (b) are in persistent breach of these Terms;
 - (c) do, or fail to do, something which is prejudicial to the interests or reputation of (or otherwise misrepresents) us or our third party licensors;
 - (d) use the API or the Licensed Rights in a way which causes a risk to the security of the API or our network (as determined by us);
 - (e) cease to carry on business or become insolvent, which shall include, if you:
 - (i) are unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986;
 - (ii) **have a receiver, administrative receiver, administrator or similar officer appointed over all or any part of your assets or undertaking;**
 - (iii) **make an assignment for the benefit of, or a composition with, your creditors generally or another arrangement of similar import;**
 - (iv) **commit an act of bankruptcy or go into liquidation or are the subject of a petition for bankruptcy or a winding up order otherwise than for the purposes of a bona fide amalgamation or restructuring;**
 - (v) **undergo any process similar to the matters referred to in this clause 4.6(e) in any jurisdiction other than the UK; or**
 - (f) undergo a change of control of your business.
- 4.7 **You may terminate any of your Subscriptions at any time via the API. Upon doing so, and with immediate effect, your access to the API and the Licensed Rights (in whole or in respect of the individual Subscriptions, as relevant), will cease.**
- 4.8 **Termination or expiry of these Terms will not affect either party's accrued rights and remedies.**
- 4.9 **From the date of termination or expiry of these Terms (or any Subscriptions, as relevant):**



- (a) we will revoke your access to the API and the Licensed Rights (in whole, or in respect of individual Subscriptions, as relevant);
- (b) all licences granted by us under these Terms (in whole, or in respect of individual Subscriptions, as relevant) will immediately terminate;
- (c) you will (and you will procure that all End Users will):
 - (i) immediately cease access to, or use of, the API and/or the Licensed Rights (in whole, or in respect of individual Subscriptions as relevant); and
 - (ii) delete and destroy all information received by you or the End Users and/or created as a result of your or the End Users' access and use of any affected API and/or Licensed Rights (in whole, or in respect of individual Subscriptions as relevant).

4.10 Clauses 1.4, 2, 3, 4, 8, 1, 11, 12, and 15 will survive the expiry or termination of these Terms.

5 YOUR USE OF THE API

- 5.1 Subject to these Terms, we grant you a non-exclusive, non-sub-licensable, non-transferable, revocable licence to use the Data through the API for the duration of these Terms, in accordance with the use policy set out in clause 6 and the Module, and subject to any restrictions in these Terms, to use the Data and the API for the sole purpose of developing, evaluating and testing, the Solution for use by End Users, such that End Users are able to access the Data.
- 5.2 Except to the extent expressly permitted in these Terms or in the Module, you shall not, and you shall procure that each End User shall not:
- (a) copy, reproduce, republish, download, sell, store in any medium (including in any website), transmit, re-transmit, make or otherwise use the Licensed Rights (including but not limited to "mirroring" any Data), modify, copy, reverse engineer (or attempt to derive any source code or underlying structure ideas or algorithms), create derivative works from, transfer, sell or otherwise use the Licensed Rights;
 - (b) use the Licensed Rights for navigation. The use of the Licensed Rights is for the planning and execution of passages and will not meet the requirements of the International Convention for Safety of Life at Sea;
 - (c) make any representation that the Licensed Rights, the Solution or any application developed by you using the Licensed Rights will satisfy the requirement for carriage of nautical publications by any vessel subject to such requirements, whether in accordance with the International Convention for Safety of Life at Sea or otherwise in accordance with any local law or similar regulatory measure. The Licensed Rights are not designed for use by vessels operating under SOLAS regulations. For such vessels, we have developed specifically designed products;
 - (d) commercially exploit, sell, license or distribute the API, adopt the API as your own service or brand the API as your own for selling purposes;
 - (e) create a database in electronic or structured manual form by systematically downloading and storing any Data outside of the usage policy stated in clause 6 (as further specified in the Module);
 - (f) misuse the Licensed Rights including, without limitation, by: (a) hacking; (b) obtaining or attempting to obtain unauthorised access (via whatever means) to any of our networks; (c) by taking any action that imposes an unreasonable or disproportionately large load on the API and/or Data or related infrastructure; or (d) by using any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Data and/or API (including but not limited to transmitting corrupt data or viruses via whatever means).

Find out more about our market-leading
ADMIRALTY Maritime Data Solutions:



- 5.3 You are permitted to temporarily cache data for the duration specified in the Module. (“Caching is defined as the automatic, immediate download and temporary storage of data as an integral and essential part of a technological process”).
- 5.4 Responses from the API may also be stored for logging for the purposes of **auditing**. This may be required to ensure quality of service.
- 5.5 You warrant that:
- (a) you will not and you will procure that the End Users will not use the Licensed Rights for any purpose that is not permitted, or prohibited by, these Terms or could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law, and you also warrant that you will tell us as soon as you become aware of any unlawful or prohibited access to the API and/or Licensed Rights by any third parties; and
 - (b) you will comply with all local laws and regulations of the jurisdiction from which you access the Licensed Rights through the API such that Licensed Rights should not be accessed in any jurisdiction or location where, for any reason, the use of the Licensed Rights is prohibited.
- 5.6 You shall not permit any End User access to the API. You shall enter into a written agreement with each of your End Users before it has access to the Solution and Licensed Rights requiring the End User to comply with the restrictions and obligations included in these Terms. You shall ensure that the End Users’ written agreements and/or access to the Licensed Rights can be terminated or suspended in accordance with these Terms. If you become aware of any End User failure to comply with these Terms, you shall immediately terminate or suspend their access to the Licensed Rights.
- 5.7 You shall not permit End Users to store cached Data for more than 24 hours.
- 5.8 Any rights granted to you under these Terms are granted to you only and not to any of your subsidiary or holding companies.
- 5.9 **THE LICENSED RIGHTS HAVE NOT BEEN DESIGNED TO MEET THE SPECIFIC REQUIREMENTS OF ANY PARTICULAR TYPE OF USER. IT IS THEREFORE YOUR RESPONSIBILITY TO ENSURE THAT THE LICENSED RIGHTS ARE SUITABLE FOR YOUR INTENDED PURPOSE.**
- 5.10 **YOU SHALL, AT ALL TIMES, COMPLY WITH THE PROVISIONS SET OUT IN THE OTHER RELEVANT INFORMATION SECTIONS OF THE MODULE.**

6 USAGE POLICY

- 6.1 To enable the UKHO to manage and support the API product subscriptions it is necessary to restrict the throughput and volume of Data requests accessed by the Solution developed by you. The API is made available to you on condition that you do not exceed the Fair Use Limits Package (that you purchase under individual subscriptions in accordance with clause 3 and these Terms) and Caching Limits, each as further defined in the Module.
- 6.2 Once you have reached 75% of your Fair Use Limits Package in respect of any of your Subscriptions,, we will use reasonable endeavours to notify you that you are approaching your Fair Use Limits Package. Once you exceed your Fair Use Limits Package in respect of any of your Subscriptions, all further calls to the API will return “HTTP 403 Quota Exceeded” message until the next quota period.
- 6.3 If you reach your Fair Use Limits Package in respect of any of your Subscriptions and you wish to purchase additional data usage, you will have to purchase a new Fair Use Limits Package in accordance with clause 3.



7 SERVICE AVAILABILITY AND COMPATIBILITY

- 7.1 We shall, for the duration of these Terms, provide the API and the Licensed Rights and make them available to you in accordance with (i) the Technical Standards (as that term is defined in the Module), which can be found on our website, and (ii) these Terms.
- 7.2 We do not warrant that access to Licensed Rights through the API will (i) be uninterrupted or error-free, (ii) meet your requirements (iii) be free from viruses or vulnerabilities (iv) be free from defects or that defects will be corrected or (v) be compatible with your computer, hardware or software.
- 7.3 We are not responsible for any delays, delivery failures, or any other loss, damage or other non-compliance with these Terms, to the extent that it is caused by (i) your failure to comply with these Terms and/or any other recommendations, suggestions or specifications provided by us from time to time (including, but not limited to, in respect of your network and systems) or (ii) the transfer of data over communications networks and facilities, including the internet and you acknowledge that the API and the Licensed Rights may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.4 You acknowledge and agree that we may change any part of the API and/or Licensed Rights from time to time throughout the duration of these Terms. Where we make any change(s) pursuant to this clause 7.4:
- (a) we will use reasonable endeavours to give you as much notice as possible where a change requires downtime or materially affects the operability of the API and/or Licensed Rights;
 - (b) any such changes will not materially reduce the functionality or performance of the API and/or Licensed Rights.

8 SECURITY AND COMPLIANCE

- 8.1 **You shall use adequate technological and security measures to ensure that all access and use of the Licensed Rights is secure from unauthorised use or access.**
- 8.2 **You shall require that End Users keep and use a secure password for their use of the Solution, which is kept confidential.**
- 8.3 **You shall use reasonable endeavours to ensure that the Licensed Rights and the API are protected from unauthorised use or reproduction by third parties. In the event that you, or we, obtain evidence that the protection is not sufficient to prevent unauthorised use or reproduction they shall as soon as possible notify the other party of such evidence. If such unauthorised use or reproduction in our reasonable opinion represents a measurable risk to us, then you shall, within five days of receiving notice to this effect, propose an action or actions to improve the protection, including timescales to implement such improvements, for our approval. If approved, you shall implement the improvements within the timescales stated.**
- 8.4 **You shall not (and shall not permit the End User to) place or authorise others to place the Licensed Rights or API on a computer or device accessible to third parties whether via the internet or otherwise (save to the extent it is the delivery mechanism to an End User and you have used all reasonable endeavours to ensure that it can only be accessed by the intended End User).**
- 8.5 You warrant and undertake (and you shall procure that your employees, contractors and/or agents shall undertake) that you have not committed and will not commit in connection with these Terms any offence under the Bribery Act 2010, or the Modern Slavery Act 2015 or any other law in force in any applicable jurisdiction creating offences in respect of bribery, corruption, fraudulent acts and modern slavery. Any breach of this clause by you or any of your employees, contractors or agents (whether with or without your knowledge) shall entitle us, with no liability whatsoever to you, to terminate these Terms with immediate effect by notice in writing and to recover from you the amount of any loss resulting from such termination.



9 DATA PROTECTION

9.1 For the purposes of this clause:

- (a) **Applicable Laws** shall mean (for so long as and to the extent that they apply to you) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
- (b) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures** shall all have the meaning given in the Data Protection Legislation.
- (c) **Data Protection Legislation** shall mean the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);
- (d) **UK Data Protection Legislation** shall mean all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

9.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

9.3 The parties acknowledge and agree that for the purposes of the Data Protection Legislation:

- (a) in respect the processing of Personal Data by us in connection with the performance by us of our obligations under this agreement, you are the Controller and we are the Processor. The Module sets out the scope, nature and purpose of processing by us, the duration of the processing and the types of Personal Data and categories of Data Subject; and
- (b) in respect of any processing of Personal Data by you when supplying the Solution to End Users or other third parties, you are independent Controller. You shall be responsible for compliance with all requirements of the Data Protection Legislation and liable for any failure to do so. You shall indemnify us against all liabilities, costs, expenses, damages, and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with your breach of this clause 9 or your failure to comply with the Data Protection Legislation.

9.4 Without prejudice to the generality of Clause 9.2, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us for the duration and purposes of this agreement so that we may lawfully use, process and transfer the personal data in accordance with this agreement on your behalf.

9.5 Without prejudice to the generality of Clause 9.2, we shall, in relation to any Personal Data processed in connection with the performance by us of our obligations under this agreement:

- (a) process that Personal Data only on your documented written instructions which are set out in the Module unless we are required by Applicable Laws to otherwise process that Personal Data. Where we are relying on Applicable Laws as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless we are prohibited from doing so by those Applicable Laws;
- (b) ensure that we have in place appropriate technical and organisational measures, reviewed and approved by you, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development



and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) take all reasonable steps to ensure the reliability and integrity of any of our personnel who have access to the personal data and ensure that they are aware of our obligations under this clause and are subject to appropriate confidentiality undertakings; and
- (d) not transfer any Personal Data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled:
 - (i) you or we have provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) we comply with reasonable instructions notified to us in advance by you with respect to the processing of the Personal Data;

For the avoidance of doubt, you hereby consent to us transferring Personal Data outside of the European Economic Area to our sub-contractors as set out in clause 9.7.

- (e) assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) notify you without undue delay on becoming aware of a Personal Data Breach;
 - (g) at your written direction, delete or return Personal Data and copies thereof to you on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - (h) maintain complete and accurate records and information to demonstrate our compliance with this clause.
- 9.6 You consent to us appointing Microsoft Azure as a third-party processor of Personal Data under this agreement. We confirm that we have entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business and in either case which we confirm reflects and will continue to reflect the requirements of the Data Protection Legislation. As between you and us, we shall remain fully liable for all acts or omissions of any third-party processor appointed by us pursuant to this clause 9.6.
- 9.7 You acknowledge that we are reliant on you for direction as to the extent to which we are entitled to use and process the personal data. Consequently, we will not be liable for any claim arising from our actions or omissions to the extent that such action or omission resulted from your express instructions.



10 YOUR PROVISION OF THE SOLUTION

10.1 You shall, and shall (where applicable) procure that all End Users shall:

- (a) be responsible for marketing and selling your Solution, including all associated costs;
- (b) be responsible for the quality of your Solution;
- (c) deal with all enquiries and complaints relating to the Solution;
- (d) not (i) hold yourself out or describe yourself as our agent, (ii) pledge our credit, (iii) give any condition or warranty on our behalf which is inconsistent with those contained in these Terms or otherwise incur any liability on our behalf or make any representation on our behalf or (iv) commit us to any contracts;
- (e) comply with all laws, rules and regulations applicable to your use of the API and Licensed Rights and provision of the Solution;
- (f) not access, store, distribute or transmit any viruses or any material during use of the API, the Licensed Rights, or provision of the Solution that is unlawful or detrimental to our reputation;
- (g) not access, store, distribute or transmit any viruses, or any material during the course of your use of the API or Licensed Rights that (in our sole opinion):
 - (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (ii) facilitates illegal activity;
 - (iii) depicts sexually explicit images;
 - (iv) promotes unlawful violence;
 - (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (vi) is otherwise illegal or causes damage or injury to any person or property;
- (h) not use the API or Licensed Rights in any way that threatens its integrity, performance or reliability (including by conducting performance or stress tests on the API) or in any manner that works around any of its technical limitations;
- (i) provide us with all necessary co-operation and all necessary access to information relating to these Terms and your use of the API and Licensed Rights as we may reasonably require;
- (j) not, under any circumstances, after your receipt of replacement or updated Data from the API, sell, allow access to, or otherwise deal with any Data which has been updated or replaced. You shall, as soon as reasonably possible, delete or destroy any Data that has been so updated or replaced;
- (k) immediately notify us in writing on becoming aware of any problems or complaints relating to the API and/or Licensed Rights and co-operate with us to resolve any such complaint,

and we may, without liability to you, disable your access to the API and/or the Licensed Rights if you or End Users (as applicable) breach any provision of this clause.



11 AUDIT

- 11.1 **You shall provide evidence of compliance with your obligations under these Terms, if we so request. You also agree to comply with reasonable measures stipulated by us as a result of any audit. In particular, if requested by us, you shall provide us with:**
- (a) access to your Solution (if your Solution is not publicly accessible); and
 - (b) copies of promotional material (where such promotional material includes our Licensed Rights), within a reasonable time of our request and at your expense, for the sole purpose of enabling us to verify your compliance with these Terms.
- 11.2 **We and/or our representatives have the right on reasonable notice during business hours to audit your systems, operations and all supporting documentation to ensure your compliance with these Terms and to take copies of any necessary records. You shall, at your expense, provide us with all reasonable assistance to enable such auditing and copying to take place, including making available appropriate employees and facilities.**
- 11.3 **If an audit shows that any information which you have provided relating to a financial matter is incorrect, you shall promptly make good any underpayment and rectify any defect in your accounting systems. We will bear the costs of any audit except where it indicates that there is an underpayment of 5% or more, in which case you will bear the costs of the audit.**

12 LIABILITY AND INDEMNITIES

- 12.1 You shall defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any dispute or claim in respect of the Solution, save to the extent it relates to use of the Licensed Rights in accordance with these Terms. Nothing in these Terms shall exclude or limit your liability under this indemnity.
- 12.2 We shall defend you against any claim that your use of the Licensed Rights in accordance with these Terms infringes any third party intellectual property rights. This clause shall not apply to any claim attributable to:
- (a) any modification, by anyone other than us, of the Licensed Rights;
 - (b) your use of the Licensed Rights in a manner contrary to these Terms or any instructions given to you by us;
 - (c) the use of the Licensed Rights in combination with any data, hardware or software not supplied or specified by us.
- 12.3 Wherever a party is indemnified under these Terms, that party shall:
- (a) promptly notify the other party (the “**Indemnifier**”) in writing as soon as it becomes aware of any matter which may be subject to the relevant indemnity;
 - (b) make no admission relating to the matter which is the subject of the indemnity without the Indemnifier’s prior written consent;
 - (c) allow the Indemnifier to conduct and settle all negotiations and proceedings and give the Indemnifier all reasonable assistance (at the Indemnifier’s reasonable expense); and
 - (d) use all reasonable endeavours to mitigate its losses.



UK Hydrographic Office

Admiralty Way, Taunton, Somerset
TA1 2DN, United Kingdom
Telephone +44 (0)1823 484444
customerservices@ukho.gov.uk
gov.uk/ukho

- 12.4 In the defence or settlement of any claim, we may procure the right for you to continue using the Licensed Rights, replace or modify the Licensed Rights so that they become non-infringing or, if such remedies are not reasonably available, terminate these Terms on 2 Business Days' notice to you without any additional liability or obligation to pay liquidated damages or other additional costs to you.
- 12.5 The Licensed Rights are provided to you on an "as is" basis. We do not represent that the Licensed Rights will comply with laws in all jurisdictions or locations. If you are in doubt, you should seek legal advice and, if necessary, stop using the Licensed Rights immediately.
- 12.6 We do not accept responsibility for any amendments or changes to the Licensed Rights made during transmission or in the process of displaying or printing or conversion into alternative formats on your or the End Users equipment, or for any modifications or unauthorised changes made by you, End Users or other parties.
- 12.7 These Terms set out the full extent of our obligations and liabilities in respect of your use of the Licensed Rights. To the fullest extent permitted by law, all conditions, warranties, representations or other terms, express or implied, that are binding on us (except as specifically stated in these Terms) are excluded from these Terms.
- 12.8 Nothing in these Terms is intended to affect any statutory rights that you may have if you are using the Licensed Rights pursuant to another agreement with us as a consumer for private use and not for commercial use.
- 12.9 Nothing in these Terms excludes or limits either party's liability for death or personal injury arising from its negligence, or its fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.
- 12.10 Subject to clauses 12.5 to 12.6, 12.9 and 12.11, our total aggregate liability in contract (including in respect of the indemnity at clause 12.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms, shall be limited to the UKHO's Cap on Liability, as that term is defined in the Module.
- 12.11 We shall not be liable to you in contract, tort (including negligence) or otherwise for (i) any special, indirect, or consequential losses or damages, or (ii) any loss of profits, loss of business or loss of contracts (in each case whether direct or indirect).
- 13 EVENTS OUTSIDE OUR CONTROL**
- 13.1 We will not be liable or responsible for any failure to perform any obligations under these Terms, or for any delay in performance of any of our obligations that is caused by events outside our reasonable control.
- 14 COMMUNICATIONS**
- 14.1 All notices given by you to us must be sent by e-mail to customerservices@ukho.gov.uk. We may contact you by using the email you provide to us when registering for the API. Any notice or communication under these Terms shall be deemed to have been received if sent by email, at the time of transmission or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause business hours means 9am to 5pm Monday to Friday on a day that is not a public holiday in the place of receipt.

Find out more about our market-leading
ADMIRALTY Maritime Data Solutions:

admiralty.co.uk    



15 MISCELLANEOUS

- 15.1 We may change the Terms from time to time on 30 days' written notice, unless the change is required by our licensors where such change may be on less than 30 days' notice. We will use reasonable endeavours to obtain your consent to the updated Terms. However, your continued use of the API after any such notice period will indicate your deemed acceptance of those varied terms. Any changes to these Terms will be made on and updated at admiralty.co.uk or such other location identified on that site from time to time. You shall ensure that all changes that affect any End User are incorporated into the terms with those End Users without delay.
- 15.2 You may not assign, transfer or novate your rights and obligations under these Terms without our prior written consent.
- 15.3 These Terms and any documents expressly referred to in them represent the entire agreement between us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations, understandings or arrangements between us, whether written or oral, in relation to its subject matter.
- 15.4 At your own expense, you shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to these Terms.
- 15.5 No failure or delay by us to exercise any right or remedy provided under these Terms, shall mean that we have waived that or any other right or remedy nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.6 All rights and remedies under these Terms are cumulative and are not exclusive of any rights or remedies provided by law or by any other agreement.
- 15.7 If at any time any provision or part-provision of the Terms is determined to be invalid, illegal or unenforceable in any respect pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations above, then that invalid, illegal or unenforceable part shall be severed from the remainder of the Terms and the validity, legality and enforceability of the remainder of the Terms shall not be affected or impaired in any way. Further, the invalid, illegal or unenforceable part will be deemed superseded by a valid, legal or enforceable part that most closely satisfies the intention of the original part or the parties shall negotiate a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original position.
- 15.8 Nothing in these Terms gives rise to any joint venture, partnership, employment, or agency relationship between us and you.
- 15.9 These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 15.10 These Terms and your use of the Licensed Rights shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction over any and all disputes arising out of, relating to or concerning these Terms and/or the Licensed Rights except that a party may seek interim injunctions or other urgent relief in any court of competent jurisdiction.