

Parish Online Terms & Conditions

“Getspatial LLP” means a partnership between Getmapping plc, Virginia Villas, High Street, Hartley Wintney, Hampshire RG27 8NW, with company registration number OC355916, and Spatial Technology (UK) Limited, The Gate House, Wood Street Village, Guildford, GU3 3ES Registered in England and Wales No. 6549187.

“Parish Online” is a product of Getspatial LLP, an online mapping application.

“Image/Imagery” means the digital aerial photographic image(s) or mapping image(s) delivered to the Customer by the Service.

“Service” means Getspatial LLP’s provision of both Mapping and Imagery as part of the Parish Online service as well as the provision of tools to annotate said mapping and imagery.

“Customer” means the fee paying user of the Service.

“Parish Councils” means a Town, Parish or Community Council in England and Wales.

“Customer Data” means information added to the service by the Town or Parish Council as well as the District, County or Unitary Authority.

“Mapping” means online raster mapping as provided by both the Ordnance Survey under the Public Sector Mapping Agreement (PSMA) and from the People’s Map.

“Fee” means the annual subscription paid for the Service.

“Agreed Use” means for the Customer’s internal business use only; as defined by the ‘Powers and Responsibilities of Town and Parish Councils’ under various Local Government Acts.

“Licence” means the licence granted by these terms and conditions.

Getspatial LLP grants the Customer a non-exclusive, non-transferable licence to use the Images for the Agreed Use. For the avoidance of doubt, the Image shall not be resold, used for public broadcast, general publication, published on the Internet unless it is part of the Agreed Use. Please contact Getspatial LLP if alternative licensing is required.

Parish Online is designed to provide members of the parish councils with access to both Getmapping aerial imagery and Ordnance Survey map based data as well as the NLPG. Parish Online provides the imagery for information purposes; all information is for indicative use only.

By using Parish Online you are agreeing to the following conditions:

1. The Customer acknowledges that Getspatial LLP is the owner of all the intellectual property rights in the dissemination of the Image(s) and agrees not to do anything that is inconsistent with those rights. In particular, the Customer shall ensure that use of the Image(s) shall include a copyright notice with the correct acknowledgements to the suppliers.
2. The Customer acknowledges that they will comply with all the terms and conditions of their PSMA Licensing relating to the OS supplied mapping.
3. Whilst Getspatial LLP endeavours to ensure that the Image is correct, no warranty, expressed or implied, is given as to its accuracy and Getspatial LLP does not accept any liability for error or omission. In particular, Getspatial LLP reminds you the Customer that the contents of an Image(s) can only be what was visible at the date the photograph was taken or when the latest mapping updates were provided and does not include subsequent changes.
4. Notwithstanding anything else in these terms, the Customer shall not make use of the Image(s) for any purpose that might, in the reasonable opinion of Getspatial LLP, be derogatory of Getspatial LLP or its partners.
5. Getspatial LLP shall not be liable for any economic, indirect, unforeseeable or consequential loss or damage, whether from negligence or otherwise, arising in connection with the use of the Image(s) or the Parish Online system.
6. Getspatial LLP’s total liability shall be limited to the amount of the Fee. Once this amount has been reached, whether this be for one or several connected or unconnected events, Getspatial LLP’s liability shall cease.
7. Parish Online does not comply with the Data Protection Act and should not be used for storing sensitive information pertaining to said Act.

8. The Customer may not assign, transfer, sub-contract, charge or otherwise part with this Licence or any rights or obligations under it.
9. Getspatial LLP may assign, transfer, sub-contract, charge or otherwise part with this Licence or any rights or obligations under it.
10. Getspatial LLP will take all reasonable measures to ensure security of data and continuance of service.
11. Whilst every effort is made to ensure the accuracy and security of the data, which is supplied and managed in good faith, Getspatial LLP will not accept any liability in respect of any loss, damage or injury (financial, contractual or otherwise) sustained as a result or allegedly as a result of reliance thereon.
12. It is important to note that property boundaries shown on the mapping and data in Parish Online do not relate to land ownership; land ownership queries should be referred to HM Land Registry. The Land Registry website is at <http://www.landreg.gov.uk/>
13. Termination of Service:
 - a. Should the subscription be terminated then the customer will ensure that any existing images, printed or otherwise are treated in accordance with the above terms and conditions.
 - b. Stored Customer Data will be supplied to the customer in a GIS format (.shp) for a charge of £50.00 ex VAT and Postage and Packaging

These terms and conditions constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, negotiations and discussions between the parties hereto relating thereto. These terms and conditions may only be varied in writing by Getspatial LLP and an authorised representative of the Customer.

If any of these terms and conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or enforceable, it shall be severed and deleted from the clause concerned and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

These terms and conditions shall be governed by and construed in accordance with the laws of England and the parties accept the jurisdiction of the courts of England.