



Data Licence Agreement

1. The Contract

1.1 Details of Data Licence

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| Licensor: | Elderly Accommodation Counsel (EAC) |
| Licensee | |
| Data licensed: | |
| Start date: | |
| End date: | |
| Licence fee: | |
| Invoicing arrangements (if any) | |

1.2 Signatories to this Agreement

I/we have read and agree to the Details of Data Licence at 1.1 above, the Responsibilities of the Parties at 3. below and the Terms and Conditions at 4. below.

| On behalf of EAC (Licensor) | On behalf of XXXXXXXX (Licensee) |
|---|----------------------------------|
| Signed:  | |
| Name: John Galvin | Name: |
| Job title: Chief Executive | Job title: |
| Date: | Date: |

2. Introduction

Elderly Accommodation Counsel (EAC) is a charity with a mission to help older people make informed choices about meeting their housing and care needs. To support this service, it undertakes research into all forms of specialist accommodation and associated care & support services.

The data we licence is extracted from our *National Database of Housing for Older People*. At January 2019 this contained detailed information on 24,990 UK housing developments. We are confident that it provides by far the most reliable and comprehensive data available, and we work continuously to maintain and improve it, drawing on multiple sources. However we cannot guarantee its completeness or accuracy, and freely admit to a particular difficulty we face in capturing adequate information on older developments.

We supply national and regional datasets showing details of individual housing schemes /developments. These are intended for use in all forms of research, market research, modelling and strategic service planning, including within GIS systems. Detailed information about the data, including a list of the data fields we supply, is contained in the EAC Data Products Guide at:

<http://www.housingcare.org/downloads/housingcare/EAC%20data%20products%202018.pdf>

EAC also maintains a database of information on registered care and nursing homes, which contains limited details of 11,600 UK homes that cater exclusively or primarily for older people. We do not licence this in isolation, but do offer it as a modestly priced supplement to our housing data.

3. Responsibilities of the parties to this Agreement

3.1 EAC's responsibilities

The Data

- EAC warrants that it is entitled to license the Data.
- The Data to be licenced is as described in the EAC Data Products Guide valid at the time this Agreement is signed, subject to any additions or amendments agreed between EAC and the Licencee and attached to this Agreement.
- EAC does not warrant the accuracy or completeness of the Data and is not liable to the Licensee for any loss or damage howsoever arising from use of or reliance upon the data.
- The Data contains no personal information as defined by the UK Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR) 2018.

Data updates

- EAC will normally provide quarterly Updates to the licensed Data during the period of contract, in January, April, July and September. More frequent Updates can be arranged. This provision does not apply to 'single use' licences.

Period of contract

- The period of contract is as specified on Section 1 of this document.

Termination of Agreement

- Should a Licensee who purchases a licence for a term exceeding 12 months wish to terminate the licence earlier than its expiry date, EAC will aim to negotiate a fair and reasonable settlement to refund part of the licence fee.
- Early termination of licences of 12 months or less will not normally be considered, except in the event that the Licensee has found the licenced data not fit his/her purposes.

3.2 Your responsibilities and Permitted Use of the Data

You agree to the following when you sign this Data Licence Agreement:

- The licence granted is non-exclusive and non-transferable.
- Access to the Data within your organisation will be restricted to those who have legitimate reason to use it within the terms of this Licence Agreement.
- You may employ the Data (in part or whole) for your own internal organisational purposes including research, market research and modelling, including within GIS systems.
- You may also interrogate the Data and you are permitted to present summaries or interpretations of it in reports commissioned by or to be sold to a third party.
- For the avoidance of doubt, you may incorporate a subset of the Data, up to a maximum of 50 data records, in any service or product to be sold or provided to another party, or in a publication intended for general distribution outside of your own organisation, with the following caveats:
 - Prior approval will be sought from EAC for the production of any study or report with more entries than this.
 - You will use your reasonable endeavours to limit the scope for any third party to extract raw data supplied by EAC from reports and tools provided by you, and will also expressly prohibit this in your contractual terms with third parties.
- The Data must not be used, for direct mailings to individual housing developments.
- Any variation of these terms and uses must be agreed first in writing with EAC, otherwise such variation will be deemed a breach of the Licence Agreement.

4. Terms and Conditions for use of the Data

The following terms and conditions set out the basis on which we licence you to use EAC's Data. They apply regardless of the format in which the Data is provided or the means of its delivery. If you have any queries about these terms and conditions or your use of the Data, please contact John Galvin at EAC (john.galvin@eac.org.uk).

EAC reserves the right to amend or update this document at the time a licence is granted, extended or renewed. All recipients, users or viewers of data belonging to or supplied by EAC shall accept and adhere to the terms of use set out below. This document is considered binding on either of the following conditions:

- signing of this Agreement
- receipt of the Data from EAC by any means or format

1. Interpretation and Parties

- 1.1 The terms used in these terms and conditions are defined in Schedule 1 of this document.
- 1.2 The parties to these terms and conditions are you (as defined in Section 1 above) and EAC.

2. Licence

By accepting these terms and conditions you may use the Data for the Permitted Use in accordance with these terms and conditions until terminated under clause 7 below. You may only use the Data for the Permitted Use and for no other reason unless agreed in writing beforehand by separate undertaking. EAC agrees to perform the Updates.

3. Licence Fee

- 3.3 You shall pay EAC the Fee on or before the Licence Start Date, and for 2 and 3 year contracts, on or before the anniversary of the Licence Start Date following invoicing by EAC.
- 3.4 If you fail to pay any amount payable by you under these terms and conditions within 30 days of invoicing, EAC may terminate your Licence to use the Data.

4. Your obligations

If you decide to use the Data, you agree:

- 4.1 to comply in full and at all times with any reasonable guidelines EAC may provide you with in connection with uses of the Data;
- 4.2 not to bring EAC or the Data into disrepute in any way; this to be determined by EAC; and
- 4.3 to use the Data only for the Permitted Use and not in any way which could be of detriment to the charitable purposes and policies of EAC from time to time.

5. Use of the Database

- 5.1 You acknowledge that your use of the Data shall not give you any right in the Data (except for the Licence granted in Section 3 above), and you acknowledge that all rights in the Data including the Updates belong to EAC and/or third parties from whom EAC has obtained the Data.
- 5.2 Where material from or substantially derived from the Data is published by you EAC shall be attributed as the source.

6. Infringement of the Data

- 6.1 If you become aware of any unauthorised use of any part of the Data or of any threatened claims or actions in connection with the Data, you shall promptly notify EAC with full details.
- 6.2 You will give co-operation to EAC at its reasonable request if it is involved in any claim or proceeding brought or threatened in relation to the Data caused as a result of your use or that allowed by you to an unauthorised third party, of the Data.

7. Duration and Termination of Licence

- 7.1 The Licence shall continue for the period specified in Section 1 of this Agreement unless terminated earlier by you or EAC.
- 7.2 For 24 or 36 month contracts EAC will be responsible for invoicing you at least 30 days before the anniversary(ies) of this Contract and you will be responsible for payment before the start of each year.
- 7.3 You may not serve notice to terminate to take effect during the initial year. In addition to all other rights to termination specifically set forth in this Agreement or available at law or in equity, either party to this Agreement shall have the right to terminate this Agreement without cause by providing written notice to the other party at least three months prior to the date on which such termination shall take effect.
- 7.4 EAC may terminate this arrangement at any time with immediate effect if:
 - 7.4.1 you fail to pay any amount due under this Agreement by the due date and remain in default not less than 14 days after being notified in writing to make such payment; or
 - 7.4.2 you do anything which in EAC's reasonable opinion may bring the Data or reputation of EAC into disrepute.
- 7.5 Either party may immediately terminate this agreement by giving written notice to the other party if:
 - 7.5.1 that other party is in material breach or repeatedly breach any of the terms of these terms and conditions; or
 - 7.5.2 if that other party ceases or threatens to cease to carry on business for any reason, or is, or is likely to be, wound up or dissolved, placed into liquidation or administration, or any other similar event occurs.

8. Effect of Termination

If these terms and conditions are terminated you agree that you will:

- 8.1 immediately cease using the Data and all activities authorised by these terms and conditions unless EAC agrees otherwise in writing;
- 8.2 immediately pay to EAC any Fee or portion of the Fee that is outstanding and properly due; and
- 8.3 save for copies retained in the ordinary course of back-up within your business, destroy or return all copies of the Data in your possession, custody or control if EAC requests. You agree that you will not restore such back-up copies of the Data.

9. Limitation of EAC's liability

- 9.1 If EAC is liable to you for any reason, our liability will be limited to the Fee. Nothing in these terms and conditions shall limit or exclude any liability to you for fraud or personal injury.

10. General

- 10.1 This Data Licence Agreement constitutes the entire agreement between EAC and you and supersedes any other agreement between EAC and you in relation to the Data. These terms and conditions may be varied by written agreement signed by EAC and you but otherwise may not be varied.
- 10.2 You shall not assign or sub-licence any of your rights under these terms and conditions without EAC's prior written consent.
- 10.3 EAC agrees that it shall not, without your prior written consent, include your name or logo or any other identifying reference to you on EAC's website or any of its other marketing or promotional materials.

11. Governing law and Jurisdiction

These terms and conditions are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

12. Schedule – Interpretation

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| “Database” | EAC's National Database of Housing for Older People, as updated and/or amended by EAC from time to time. |
| “Data” | An extract from the Database as specified in Section 1.1 of this document, subject to any Updates. |
| “EAC”, “we”, “our” or “us” | Elderly Accommodation Counsel, a company limited by guarantee registered in England; registered company no. 01955490 and registered charity no. 292552. Registered address: c/o haysmacintyre, 10 Queen Street Place, London EC4R 1AG. |
| “Fee” | The fee for use of the Data as set out in Section 1.1 of this Agreement. |
| “Licence” | The licence granted in Section 1.1 of this Agreement. |
| “Permitted Use” | Any uses of the Data that conforms with Section 3.2 of this Agreement. |
| “Updates” | Updated versions of the Data supplied by EAC. |

“you” or “your” The individual or organisation that is a signatory to this Agreement.
