

Active Streets Assessment Tool (ASAT) Standard Terms and Conditions of use (Public Sector use)

Last updated 18th February 2021

These are the Terms and Conditions between:

(1) The Provider (Agilysis Ltd)

And

(2) The Customer (Public sector organisation commissioning the Active Streets Assessment Tool)

Please read these terms and conditions carefully before using the Active Streets Assessment Tool (ASAT) which is accessible through <https://activestreets.uk/>.

Your access to and use of the ASAT is contingent on your compliance with these Terms and Conditions. These apply to all users who access the tool on behalf of the Customer.

By accessing and using the ASAT you agree to be bound by these terms and conditions. If you disagree with any part of the terms or conditions, then you may not use the tool.

The **Customer**:

1. *must* have signed and returned a copy of the Ordnance Survey Standard Form Contractor Licence between the **Licensor** (*the Customer*) and the **Contractor** (*being Agilysis Ltd as the Provider of the tool*) which permits the Contractor to access Ordnance Survey data under the PSMA License to provide the ASAT on the Licensor's behalf.
2. *must not* share or disclose the modified flow, speed, and congestion data, which has been calculated by the Provider using telematics and other data in conjunction with a third party. These data sets are the intellectual property of Agilysis Ltd, and permission to use them is granted for the Customer's internal use only.
3. *must* acknowledge that the ASAT collision data is derived from STATS 19 data, which is crown copyright and may only be disclosed in any form with permission from the Department for Transport; recognise that these terms and conditions do not confer any authorisation of any kind in respect of these copyrights; and therefore, undertake not to use ASAT data in any way which could reasonably be foreseen as resulting in their breach.
4. *must* acknowledge that the ASAT socio demographic data is derived from Mosaic Experian Public Sector data, which is the copyright property of Experian Ltd and may only be disclosed in any form with their permission. The Customer recognises that these terms and conditions do not confer authorisation of any kind in respect of these copyrights, and therefore undertakes not to use ASAT data in any way which could reasonably be foreseen as resulting in their breach.

5. *must* acknowledge that while every effort is made to ensure accuracy, the Provider gives no absolute warranty as to the accuracy or completeness of ASAT data, nor of any third party data from which ASAT data is derived.
6. *must not* use ASAT data to attempt or derive information relating to any specific individual or household, make no claim to have obtained or derived any such information, and will take all reasonable steps to ensure that ASAT data cannot be used to identify individuals, nor used by individuals to identify references to themselves.
7. *will* take reasonable steps to ensure that the Provider receives full and prompt payment by or on behalf of the organisation in respect of any renewal which may be required for continued provision of the ASAT, subject to the Provider giving the customer reasonable advance notice of all such charges.
8. *shall* indemnify the Provider against any actions, suits, proceedings, claims, demands, damages, and costs arising from these terms and conditions, or any use of ASAT data whether by the Customer or any other party whether or not connected to the Customer.
9. *agrees* that the Provider may immediately and unconditionally revoke access to the ASAT tool if the Customer commits or permits any breach of the stipulations herein, or if the Customer or any other party whether or not connected to the Customer uses the account or ASAT data derived therefrom in like breach, unless by explicit prior written consent of the Provider
10. *acknowledges* that The Provider can accept no responsibility for any difficulties faced by the Customer in accessing the tool which are caused by client-side restrictions to internet access.