



REFERENCE TABLEAU DATASETS – Usage Terms and Conditions

By downloading the free miso Reference Tableau Datasets and clicking to say that you have read the terms and condition on the Reference Tableau Dataset form you agree to be bound by these terms and conditions in their entirety. Please read these terms and conditions carefully before using any Reference Tableau Datasets (**Datasets**)

1. Information about us

Miso is a commercial division of Dotted Eyes Limited (**we, us or our**) and is registered in England and Wales under company number 04471760 and our registered office is 67-71 Northwood Street, Birmingham, B3 1TX.

You are the entity named as the customer (**Customer, you or your**).

2. The Offer

You have asked us to supply the Dataset which consists of data supplied by third parties such as Ordnance Survey (**Base Data**) which miso has processed. The processing service (**Data Optimisation**) adds value through styling, improving the structure, adding further data elements and other data optimisation techniques. Data Optimisation improves the efficiency and usability of the data.

miso provides you with a non-exclusive licence to use the Dataset subject to the conditions below.

3. Terms and Conditions

- 3.1. Data Optimisation is covered by Copyright and Database rights
- 3.2. This licence does not affect your fair dealing or fair use rights, or any other copyright or database right exceptions and limitations
- 3.3. All terms relating to the licensing of the Base Data remain in place and are not affected in any way
- 3.4. You are free to:
 - 3.4.1. Copy, distribute and transmit the Dataset within your organisation, subject to the licensing associated to the Base Data
 - 3.4.2. Adapt the Dataset
- 3.5. You must:
 - 3.5.1. Acknowledge the copyright and the source of the data by including any attribution statement specified by miso. If no specific statement is provided please use the following:
 - 3.5.1.1. Ordnance Survey OpenData derived (Postcodes, GORs, Counties, Counties and Unitaries, Districts and Unitaries, OS Wards)

“Contains Ordnance Survey data © Crown copyright and database right 2013.”

<http://www.nationalarchives.gov.uk/doc/open-government-licence/version/2/>

3.5.1.2. ONS data derived (LSOA, MSOA, ONS Wards)

“Adapted from data from the Office for National Statistics licensed under the Open Government Licence v.1.0.”

<http://www.ons.gov.uk/ons/site-information/information/creative-commons-license/index.html>

3.5.1.3. GROS derived (Data Zones, Intermediate Zones)

“© Crown copyright. Data supplied by National Records of Scotland.”

<http://www.gro-scotland.gov.uk/copyright.html>

3.5.1.4. HSCIC derived (CCGs)

“Copyright © 2013, Re-used with the permission of the Health and Social Care Information Centre. All rights reserved.”

<http://www.nationalarchives.gov.uk/doc/open-government-licence/> & <http://www.hscic.gov.uk/terms-and-conditions>

3.5.2. Include the same acknowledgment requirement in any sub-licences of the data that you grant, and a requirement that any further sub-licences do the same

3.5.3. Ensure that you do not use the data in a way that suggests miso endorses you or your use of the data

3.5.4. Ensure that you do not misrepresent the data or its source

3.6. You must not:

3.6.1. Represent the copyright of the Data Optimisation as any other than that of miso

3.6.2. Resell the Data Optimisation service without prior agreement with miso

3.6.3. Derive other products or services from this Data Optimisation without the prior agreement of miso

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

3.8. This agreement is governed by English law and subject to the jurisdiction of the English courts

- 3.9. miso may amend the terms of this licence or make the data available under a different licence. However, these terms will continue to apply to data you already license from miso
- 3.10. This agreement will be terminated automatically if you do not follow any of its terms or you infringe the intellectual property rights of Ordnance Survey or miso or if you become bankrupt or your organisation becomes insolvent or goes into receivership. When the agreement is terminated you must stop using the Dataset files and destroy all copies of them and confirm in writing that you have done so.