

## Glasgow Museums Biological Records Centre (GMBRC) Commercial Data Use Request and Licence Agreement: Terms and Conditions

The following paragraphs (together with any special terms provided to you by us in accordance with Condition 2 (“**Special Terms**”) and/or any documents expressly referred to in them) provide you (“**the Licensee**”) with information about us and the legal terms and conditions on which we provide any dataset from our records (“**the Dataset**”) to you (“**the Terms**”).

These Terms will apply to any contract between you and us for the provision of any Dataset to you (“**the Contract**”). When making a request you will be asked to confirm that you accept these Terms. If you refuse to accept these Terms, we will be unable to provide you with any Dataset. We amend these Terms from time to time so please check the Terms every time you wish to order a Dataset to ensure that you understand the terms which will apply at that time. You may wish to print a copy of these Terms or save them to your device for future reference.

You agree and acknowledge that any failure to comply with these Terms may lead to this Contract and the Licence being terminated, in accordance with Condition 8.

### 1. Information about us

- 1.1 We are Culture and Sport Glasgow a company registered under the Companies Acts (Company Number SC313851) having our registered offices at Commonwealth House, 38 Albion Street, Glasgow G1 1JL and operating under the name Glasgow Life (“**we**”, “**us**”).

### 2. How the contract is formed between you and us

- 2.1 For the steps you need to take to request a Dataset, including completing a data request form (“**the Data Request Form**”) please see our website:  
<https://www.glasgowlife.org.uk/museums/biological-record-centre>.
- 2.2 After you make a request for a Dataset using the Data Request Form we will provide a quote (“**the Quote**”) confirming the fee (“**the Licence Fee**”) and any Special Terms that will apply to your request. The Contract between us will only be formed when we receive your acceptance of the Quote in writing. Following your acceptance of the Quote, we will send you one copy of the Dataset in Excel format.
- 2.3 For the avoidance of doubt, we may refuse to supply a Dataset for whatever reason and at our full discretion. If we refuse to supply a Dataset we will inform you of this in writing and we will not process your request. If you have already paid for the Dataset, we will refund you the full amount as soon as possible.

### 3. The Dataset and delivery

- 3.1 We will deliver the Dataset to you via email in excel format.
- 3.2 The Dataset is provided to you subject to the licence conditions (“**the Licence**”) set out in Condition 4.
- 3.3 You are responsible for the security of the Dataset from receipt and must ensure that the Dataset is not used for any purposes other than those referred to in the Licence.

- 3.4 You shall ensure that the Dataset is stored securely so that it cannot be accessed by any third party and that, unless otherwise allowed in accordance with these Terms, any digital and hard copy versions of the Dataset are destroyed upon expiry of the period set out in the Data Request Form ("***the Licence Term***").
- 3.5 You shall not make any copies of the Dataset (other than in accordance with these Terms), nor shall you make the Dataset available via any form of computer network or on the internet.
- 3.6 You hereby agree and acknowledge that the Dataset remains our property and that you will not share the Dataset (other than in accordance with these Terms) without our prior written agreement.
- 3.7 You further agree and acknowledge that:
  - a) the data held by us which is used to produce the Dataset may not be comprehensive and we accept no responsibility for the completeness, accuracy or otherwise of the Dataset;
  - b) the absence of data, in response to a data request, does not imply that a species or designation does not exist within that search area; and
  - c) recorded presence of a species or designation does not imply current presence.

#### 4. Licence and reproduction

- 4.1 We grant you a non-exclusive licence to use the Dataset within the Territory solely for the purposes detailed in the Data Request Form ("***the Purposes***") and in accordance with these Terms. The Licence will take effect when we issue the Dataset to you.
- 4.2 You shall not reproduce the Dataset in its entirety unless otherwise agreed with us in writing, and the Dataset shall not be altered, manipulated or added to.
- 4.3 You can incorporate a summary of the Dataset into a report or document as long as:
  - a) all the conditions within this Contract and any specific copyright or confidentiality notes attached to the Dataset are adhered to at all times;
  - b) the recipient(s) of the report are stated in the Data Request Form; and
  - c) each and every inclusion bears to the acknowledgement: data provided by Glasgow Museums Biological Record Centre, Glasgow Life (2026).
- 4.4 You shall not reproduce the Dataset in any way which in our reasonable opinion could:
  - a) be considered misleading, offensive, defamatory or disrespectful; and/or
  - b) compromise or reflect unfavourably upon our reputation or image or that of Glasgow City Council.
- 4.5 You will not use the Dataset to promote in any way any business which competes with us.
- 4.6 In relation to Intellectual Property Rights:
  - a) the Dataset is compiled from a variety of sources and, while we own the Intellectual Property Rights in the Dataset, any Intellectual Property Rights in the source data contained within the Dataset remains the property of the originator of such source data;
  - b) the Dataset is provided to you on the understanding that reasonable measures have been taken by us to ensure that we have the necessary authority to distribute the data contained therein. Supply of the Dataset does not confer on you any form of data ownership or other Intellectual Property Rights in the data which shall, at all times, remain the intellectual property of the original data collector;

- c) the Dataset does not to our knowledge infringe the rights of any third parties. All rights in the source data are reserved and no ownership or Intellectual Property Rights in the Dataset (or any data therein) shall pass to you; and
  - d) notwithstanding the terms of this Contract, you are solely responsible for obtaining all clearances that may be required from any third party in connection with your proposed use of the Dataset.
- 4.7 You shall be solely responsible for settling any claims made against you by or on behalf of the originator of any data where we do not own copyright in any information contained within the Dataset.
- 4.8 You agree to indemnify us in respect of any claims, damages, loss or cost arising from your failure to comply with this Condition 4 and any related legislation.
- 4.9 The Licence is personal to you and you shall not assign, novate, or otherwise dispose of any of your rights or obligations in terms of the Licence or this Contract to any other person without our prior written consent.

## 5. Licence fee

- 5.1 In exchange for the grant of the Licence you shall pay us the Licence Fee. For the avoidance of doubt, the Licence Fee is exclusive of VAT.
- 5.2 Charges reflect the staff costs associated with our provision of the Dataset to you. Payment of such Charges does not confer any ownership, copyright or other intellectual property rights in respect of the Dataset. The Dataset shall remain our property and any copyright or other intellectual property in the data comprised therein shall remain the property of the originator.
- 5.3 The Licence Fee and any other charges payable in terms of this Contract must be paid by you within thirty (30) days of receipt of the relevant invoice from us. No payment should be submitted by you until you are in receipt of an invoice for payment from us.

## 6. Liability

- 6.1 We only supply the Dataset for use by you for the Purposes and you agree not to use the Dataset for any other purposes.
- 6.2 Dataset is supplied strictly subject to the conditions of the Licence referred to in Condition 4.
- 6.3 Nothing in this Contract limits or excludes our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).
- 6.4 Subject to Condition 6.3, we will under no circumstances whatever be liable to you, whether in contract, delict, breach of statutory duty, or otherwise, arising under or in connection with the Contract for: (a) any loss of profits, sales, business, or revenue; (b) loss or corruption of Dataset, information or software; (c) loss of business opportunity; (d) loss of anticipated savings; (e) loss of goodwill; or (f) any indirect or consequential loss.
- 6.5 Subject to Condition 6.3 and Condition 6.4, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, delict, breach of statutory duty, or otherwise, shall in no circumstances exceed the Licence Fee.

## 7. Warranties

- 7.1 We warrant that we have the necessary authority to make the Dataset available to you. We shall not be liable for any loss or damage suffered by you or any third party arising from your use or reproduction of the Dataset.
- 7.2 Except as expressly stated in these Terms we do not give any representation, warranties or undertakings in relation to the Dataset. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we accept no responsibility for the accuracy or otherwise of the Dataset and provide no warranty or other guarantee that the Dataset is suitable for your purposes.

## 8. Termination

- 8.1 We may, at any time, by notice in writing terminate this Contract and/or the Licence if you have failed to perform any of your obligations hereunder or you have been guilty of misconduct or seriously or persistently negligent in relation to any of your obligations hereunder.
- 8.2 Without prejudice to Condition 8.1, we may terminate this Contract at any time by declining to provide the Dataset or any other data to you when requested.
- 8.3 This Contract will terminate in the event of the winding up, insolvency, receivership or other creditors composition of either party.
- 8.4 Following termination, including the expiry of the Licence Term, you must (at our option) destroy all full or partial copies of the Dataset in your possession including, without limitation, on computer system(s) or in any papers, documents or other backup (unless agreed in writing in advance) and provide us with a written certificate of such destruction.

## 9. Confidentiality

- 9.1 All information set out or referred to in these Terms and any Dataset provided by either party to the other shall be strictly private and confidential and you shall not disclose or hand over such information to a third party without our prior written consent.

## 10. Data protection and compliance with legislation

- 10.1 We (us and you) will comply in full with their respective obligations in terms of all laws, enactments, orders and/or regulations including, without limitation:
  - a) Data Protection Law;
  - b) the Freedom of Information (Scotland) Act 2002; and
  - c) the Equality Act 2010.
- 10.2 For the purposes of Condition 10.1(a) "Data Protection Law" means the law relating to data protection, the processing of personal data and privacy from time to time including, without limitation, the Data Protection Act 2018, UK GDPR and any subsequent amendment or re-enactment of such laws.
- 10.3 We will only use your personal information in accordance with our [Privacy Policy](#). Please take the time to read this, as it includes important terms which apply to you.

## 11. Events outside our control

- 11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in Condition 11.2.
- 11.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 11.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
  - a) we will contact you as soon as reasonably possible to notify you; and
  - b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of the Dataset to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

## 12. Other Terms

- 12.1 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under this Contract.
- 12.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing in advance.
- 12.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 12.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 12.5 All disputes arising out of or relating to these Terms may be referred, in the first instance, by either party, to the Head of Museums for Culture and Sport Glasgow and a nominated representative of the Licensee for resolution.
- 12.6 These Terms shall not create any rights that shall be enforceable by anyone other than the parties to this Contract and a person who is not a Party to this Contract shall have no right under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or to enjoy the benefit of any term of this Contract.
- 12.7 You confirm that you have authority to bind any business or organisation on whose behalf you purchase the Dataset.

- 12.8 These Terms shall not be varied or amended unless the variation or amendment is agreed in writing in advance by a duly authorised representative of each Party. For the avoidance of doubt, throughout these Terms the words “in writing” shall include email.
- 12.9 These Terms constitute the entire understanding between you and us relating to the supply and use of the Dataset. You acknowledge that you have not relied on any statement, promise or representation made or given by, or on behalf of, us which is not set out in these Terms or any document expressly referred to in it.
- 12.10 These Terms are governed by Scots Law and are subject to the exclusive jurisdiction of the Scottish Courts.