# SERC Data Search Request Form - Commercial Searches

Please read the terms and conditions attached to this form before completing and sending to [**data.supply@somerc.com**](mailto:data.supply@somerc.com)

**Turnaround: Data searches will normally be supplied within 10 working days of acceptance of our quote.**

**For more information regarding search options, please refer to our data search guidance notes.**

**Prices shown on this form are effective from 1st April 2019 and are shown exclusive of VAT.**

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| --- | --- | --- |
| **Company/Organisation**: | | **Date of request:01/04/2019** |
| **Name :** | **Email**:  **Tel:** | |
| **Reference /Project title:** | **Site location**/**address:** | |
| **Reason for request**: | **Intended distribution of data**: | |
| **Billing Address for Invoice:**  **N.B. SERC will not invoice 3rd parties** | **Purchase Order number for invoice** (if applicable):    **(Payment Terms: strictly 30 days from date of invoice)** | |
| **Email Address to send invoice to:** | |

## Data Search Requirements

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| --- | --- | --- |
| Basis of search area |  | Please provide details below |
| Central 6-figure grid reference | Yes |  |
| Boundary marked on accompanying map | **No** | No |
| GIS polygon | **No** | No |

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| --- | --- | --- |
| Sites - Search Options Available \* | Required | Buffer (search area) required – standard is 1km. *Select other available options from dropdown list.* |
| Standard Search - all designated sites (statutory and non-statutory) OR | **Yes** | 1km - £55.00 |
| Non-Statutory Sites only (Local Wildlife Sites and Local Geological Sites) | **No** | Not Required |
| Restrict search to particular designation(s) (please specify here): | **No** | Not Required |
| **Non-Statutory site Assessment Forms/Survey Reports** (where available) | No | ***I****n the event that there are no Non-Statutory sites in the search area then no charge will be made.* |

**\*summary details and map showing boundaries supplied as standard. Reasons for designation of Local Wildlife Sites also included as standard**.

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| Priority Habitats Search \* | **Required** | Buffer (search area) required – standard is 1km. *Select other available options from dropdown list* |
| **Priority habitats** | No | **Not Required** |

**\*Map showing priority habitats supplied as standard.**

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| Species Search Options Available \* | Required | Buffer (search area) required – standard is 1km (4km for bats) - *Select other available options from dropdown list*. |
| Standard Search (refer to Appendix 1 of the Guidance notes – bat records, if found will be included) | **Yes** | **1km - £55.00** |
| Bat species search. Please refer to the Guidance notes re bat data supplied. | **No** | Not Required |
| Restrict search to particular species or taxonomic groups only. Please provide details below. | **No** | Not required |

**\*Spreadsheet giving details and map(s) showing location of records supplied as standard.**

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| Non Standard Results | **Required** | **Results in GIS format** |
| If you require the results of your search in GIS format then an additional charge will be made and a data licence agreement will be required to be signed. Please specify format required - tab, shape or mid/mif. | Not required | Sites GIS Data Not required  Species GIS Data Not required  Bat GIS Data Not required  Habitat GIS Data not required |
| If you require the results to be printed and posted then an additional charge will be made | Not required |  |

**Additional requests:**

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| I confirm I have read and understood the terms and conditions of data supply outlined on page 3 and recognise that my organisation / company is entering into a legally binding contract with SERC in commissioning this data search.  **Name Date 01/04/2019** |

# SERC Data Searches – Terms and Conditions – Commercial Searches

1. **Definitions and Interpretation** 
   1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
   2. “SERC” means Somerset Environmental Records Centre of 34 Wellington Road Taunton Somerset TA1 5AW (references to “we”, “us” and “our” should all be read as referring to SERC);
   3. “User” means any person or organisation requesting data in the course of their employment (references to “you”, “your” and “yours” should all be read as referring to you as a User).
2. **Permitted Use**
   1. Subject to the payment of the Fee and subject to the exceptions and restrictions in Clause 4, any specific copyright conditions attached to the data, including Crown Copyright, must be strictly adhered to. The pdf maps we produce are subject to © Crown copyright and database rights 2015 Ordnance Survey licence number 100038382. Use of this data is subject to terms and conditions as below.

**You are granted a non-exclusive, royalty free, revocable licence solely to view the Licensed Data for non-commercial purposes for the period during which Somerset County Council makes it available. You are not permitted to copy, sub-license, distribute, sell or otherwise make available the Licensed Data to third parties in any form. Third party rights to enforce the terms of this licence shall be reserved to Ordnance Survey.**

* 1. Permission to use data expires 12 months after issue/supply.
  2. Data provided must not be entered on a computerised database or Geographical Information System without written permission from SERC in the form of a licence agreement.

1. **Professional standards**
   1. It is expected that wherever possible, other biological data collected by the enquirer relating to Somerset during the course of the project is lodged with SERC at the end of the project or as soon as possible after the project. This helps to build an improved picture of biodiversity in the UK, enables SERC to provide a more comprehensive service to all users and is in the best interests of all parties. Please refer to the CIEEM Professional Code of Conduct for further details.
2. **Exceptions and Restrictions**

The permitted use is subject to the following exceptions and restrictions:

* 1. You are not permitted to copy, sub-license, distribute, sell or otherwise make available the Licensed Data to third parties in any form except for the purposes of supporting the permitted use for the specified client.
  2. Reports which include the data supplied by SERC may be provided to the recipient’s client and to consultees provided that:
     1. Any special arrangements made in respect of confidential data are adhered to.
     2. Full acknowledgement is given in the report to SERC and, where appropriate, the original recorders.
     3. The data supplied by SERC is not amended in any way.
  3. You will not use the Data (or any part thereof) for any purpose which rivals or competes with SERC. In the event of a dispute between a User and SERC it shall be for SERC to define “rival” and/or “competing” purposes.

1. **Fees, Payment and Purchases**
   1. The fee covers the time taken to search databases for the requested data.
   2. The contract is not finalised until SERC’s quote has been accepted. All fees are exclusive of Value Added Tax. Value Added Tax shall be added to any and all sums due at the point of sale. Payment terms are strictly 30 days from the invoice date. SERC reserves the right to ask for payment with order before Data is supplied where payment terms have been defaulted on previously.
2. **Non delivery of Data**
   1. If SERC cannot perform the data search, a charge will not be made.
3. **Data quality**
   1. SERC operates regular data quality procedures and other reasonable endeavours to ensure the high quality of Data and will correct any errors in the Data of which we are made aware.
   2. You should ensure that any Product (or part thereof) acquired from SERC is appropriate and complete in all respects for its intended purpose. We give no representation or warranty that such material will be fit for its intended purpose, useful to you or of satisfactory quality/volume. No refunds will be given.
   3. We will not be liable for any loss of any kind including lost profits or other consequential losses arising from your use or inability to use the Data or from errors or deficiencies in any part of the Data.
   4. You acknowledge that any Data (or part thereof) provided may, in the future, need to be amended in response to changes in the law or commercial practice. We are not responsible for advising you of any such changes or amendments.
4. **Personal Data Protection**
   1. We collect only the personal data that Users provide during the process of purchasing SERC Data. All personal data held by SERC is held and processed in accordance with your rights and our obligations under the Data Protection Act 1998.
5. **Law and Jurisdiction**
   1. These Terms and Conditions are governed by the laws of England and Wales. Any dispute relating to these Terms and Conditions shall fall within that jurisdiction.