# SERC Data Search Request Form – Community and Parish Planning

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

**For more information regarding the standard search available, please refer to our data search guidance notes. There is a fixed charge of £57.00 + VAT for this search.**

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| **Parish Council/Local Group** | | **Date of request:08/04/2020** |
| **Name and Position of Representative:** | **Email**:  **Tel:** | |
| **Reason for request**: | **Intended distribution of data**: | |
| **Billing Address for Invoice:** | **Purchase Order number for invoice** (if applicable):    **(Payment Terms: strictly 30 days from date of invoice)** | |
| **Email Address to send invoice to:** | |

SERC holds details of all Parish boundaries within Somerset. If you require a search for any other area then a map clearly showing the area you are interested in must be provided.

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| Search Area | |
| Parish boundary | **Parish boundary** |
| Other – boundary map must be provided | Not required |

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| A Standard Search will include the following:- | Results supplied |
| All Designated Sites (Statutory and Non-Statutory) | A list of all designated sites within the search area and a map showing boundaries. Reasons for designation of Local Wildlife Sites are also included. |
| **Species search** | A list of species data in spreadsheet format together with a map showing the location of records. Refer to Appendix 1 of the Guidance notes for species designations included. |

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| Non Standard Results | **Required** |
| If you require the results to be printed and posted then an additional charge will be made | Not required |

**Additional requests:** please note an additional charge may be made – we will contact you before undertaking any search if this is the case.

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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 I am entering into a legally binding contract with SERC in commissioning this data search.  **Name Date 02/04/2020**  **Turnaround: Data searches will normally be supplied within 10 working days from receipt of your request form. However at busy times priority will be given to Commercial searches** |

# SERC Data Searches – Terms and Conditions – Community and Parish Planning

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.