

Cannock Chase Sense of Place Toolkit

Terms and Conditions of Use

PLEASE READ AND AGREE TO THE CANNOCK CHASE SENSE OF PLACE TOOLKIT TERMS AND CONDITIONS OF USE

Cannock Chase Area of Outstanding Natural Beauty (AONB) is one of England's finest landscapes. The resources provided in the Cannock Chase Sense of Place Toolkit bring to life in words and pictures the wonders and fascination of this small but beautiful area. Staffordshire County Council acting on behalf of the Cannock Chase AONB Partnership ("we") will grant you use of these resources within the Toolkit to help you develop and promote your business subject to you accepting and agreeing to the following Terms and Conditions of Use.

Definitions

Cannock Chase Brand Guidelines means the guidelines for using the Cannock Chase brand materials (to be provided following registration)

Content means the content within the Toolkit, including the business locators, logo and images of the Cannock Chase brand, as may be revised or updated from time to time

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world

Licence Period means the 12 month period that the Toolkit is available for use as from confirmation of registration

Territory is as detailed in clause 3.8

Toolkit means the Cannock Chase Sense of Place Toolkit which includes the Content.

1. Terms

By registering for use of the Toolkit you confirm, agree and undertake that you will:

- 1.1 Be proud to operate within or in association with Cannock Chase AONB.
- 1.2 Respect that Cannock Chase is a nationally important landscape and a very special place and will carry out your activities in ways that protect and enhance its landscape, nature and heritage and the general environment of the area.

- 1.3 Strive to enhance the reputation of Cannock Chase as a great place to live, work, visit and do business.
- 1.4 Not act in any which will bring the Cannock Chase AONB Partnership, or any business within it, into disrepute.
- 1.5 Abide by these Terms and Conditions of Use for the use of the Toolkit

2. Duration

- 2.1 We grant you a non-transferable non-exclusive licence to use the Toolkit within the Territory for the Licence Period, subject to, and in accordance with, these Terms and Conditions.

3. Conditions of Use

- 3.1 You acknowledge and understand that you are authorised to use the Toolkit only in accordance with these Terms and Conditions and the Cannock Chase Brand Guidelines.
- 3.2 When adding the Cannock Chase logo to your website and any publications the image must be hyperlinked to www.cannock-chase.co.uk.
- 3.3 You will not allow any other people or businesses to use the Toolkit and undertake not to purport or attempt to give any other people or business the right to use it.
- 3.4 You acknowledge that any of the Content must only be used in conjunction with your own business brand and not in isolation, or where it is the defining feature of any item or material.
- 3.5 You will not use any of the Content for the sale or profit of your own gifts or promotional merchandise, including (but not limited to) clothing, bags, mugs, pens, coasters, badges, diaries and calendars.
- 3.6 You will not do anything to weaken, damage or devalue any of the Content or do anything which is likely to bring the Cannock Chase AONB Partnership into disrepute, including but not limited to creating a logo which is similar to the Cannock Chase place brand, or using them in a context which may be obscene, offensive, blasphemous, illegal, defamatory, fraudulent or affiliated to a political or religious viewpoint.
- 3.7 You agree not to distort, alter, change, amend, crop or add to the Content, or resale any of the Content in any way.
- 3.8 You acknowledge that any images within the Toolkit are used in accordance with these Terms and Conditions, and that the images are available for limited restricted use as stated below:

Print

Usage: Use in the interior of a publication for circulation during the Licence Period

Size: Up to full page (maximum size A4)

Print run: Up to 1000 copies

Territory: UK only

Credit: Credit the photographer stating '© Photographer Name'

Digital

Usage: Use in the interior of a business website for circulation during the Licence Period

Size: Up to 640x480 pixels, 72ppi

Territory: Worldwide

Credit: Credit the photographer stating '© Photographer Name'

Photographs are available for Limited Restricted Use under the Cannock Chase Sense of Place Toolkit Terms and Conditions

And the number of images that can be used during the Licence Period is limited to a total 6 (print and digital combined).

- 3.9 You will allow us to investigate your use of the Content on request and will make any changes regarding your usage which the Cannock Chase AONB Partnership requires as a result of this. You will provide any information that we request in relation to any investigation.
- 3.10 You agree that you have no rights to the Toolkit other than those granted in these Terms and Conditions.
- 3.11 You will not apply to register any rights in relation to the Content.
- 3.12 You will comply with all applicable laws in performing your obligations and exercising your rights under these Terms and Conditions.
- 3.13 You shall ensure that the Content is kept secure, and shall use your best endeavours to enforce the territorial and use restrictions and prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Content.
- 3.14 You will immediately notify us on becoming aware of any misuse of any Content, or any security breach in connection with these Terms and Conditions that could compromise the security or integrity of the Content or otherwise adversely affect the Cannock Chase AONB Partnership. You will fully co-operate with us to remedy the issue as soon as reasonably practicable at your own expense. We may suspend your rights under these Terms and Conditions until the misuse or security breach is remedied.

4. Intellectual Property Rights

- 4.1 We warrant that Staffordshire County Council holds the Intellectual Property Rights of the Content on behalf of the Cannock Chase AONB Partnership. You therefore acknowledge that all Intellectual Property Rights in the Toolkit are the exclusive property of us, unless otherwise stated.
- 4.2 We may require you to cease all use of any of the Content if we reasonably believe that your use of the Content infringes the Intellectual Property Rights of any third party or breaches any applicable law or regulation. In this instance, we may either:
 - (a) provide you with alternative Content so as to avoid the infringement; or

(b) withdraw your right to use the affected Content.

4.3 You will immediately notify us if any of the following matters come to your attention:

- (a) any actual, suspected or threatened infringement of the Content;
- (b) any claim made or threatened that any of the Content infringes the rights of any third party; or
- (c) any other form of attack, charge or claim to which the Content may be subject.

5. Termination & Expiry

5.1 You acknowledge that your right to use the Toolkit is provided during the Licence Period and that we may withdraw your right to use the Toolkit, at any time on written notice, in the event of a breach of these Terms and Conditions.

5.2 On expiry of these Terms and Conditions or withdrawal of your rights under clause 5.1:

- (a) all rights and authorisations granted to you under these Terms and Conditions shall automatically cease and immediately revert to us; and
- (b) you shall immediately cease all sale, marketing and promotion of the Content, and shall, on our instruction, immediately return to us or destroy all Content in your possession including from back-up systems and any cached Content within your control.

6. Assignment

We shall be entitled to assign or license all our rights granted under these Terms and Conditions to any third party. You shall not be entitled to assign or sub-license your rights under these Terms and Conditions.

7. Indemnity

7.1 You will indemnify us and shall at all times keep us indemnified against all actions, proceeds, costs, claims and damages whatsoever incurred by or awarded against us and compensation agreed by us in consequence of any breach or non-performance by you of any of these Terms and Conditions.

7.2 To the fullest extent permitted by law, we will not be liable to you for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from your exercise of the rights granted under these Terms and Conditions.

8. Governing Law

These Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England.

9. Jurisdiction

It is irrevocably agreed that the courts of England shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or its subject matter or formation.

Staffordshire County Council acting on behalf of the Cannock Chase AONB Partnership.

February 2021.