

This mobile application (the “App”) is made available to you by The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting by the United Kingdom Hydrographic Office (“UKHO”).

Please read this licence agreement (the “Licence”) carefully before accessing the App. By clicking on the "I Agree" button below or otherwise accessing the App you agree to the terms of the Licence.

If you do not agree with the terms of this Licence the UKHO will not licence the App to you and access to the App will be denied.

If you have any comments or questions about this Licence please contact us ([admiralty.co.uk/contact-us](http://admiralty.co.uk/contact-us)).

**You should print a copy of this Licence for future reference.**

## **1 Important Information**

- 1.1 The App is licensed to you on the basis of this Licence and our Mobile App Privacy Policy and is subject to any rules or policies applied by the app store (the "App Store") from which you have bought the App (the “App Store Rules”).
- 1.2 As a consumer, you have the right to withdraw from your transaction without charge and without any reason before downloading the App.
- 1.3 Once you begin to download the App you will lose the right to cancel your purchase unless you are purchasing the App from the Google Play App Store which gives you 15 minutes to claim a refund. Details of this right can be found here: <https://support.google.com/googleplay/answer/134336?hl=en-GB>. This does not affect your consumer rights if the App is defective.

## **2 Operating System Requirements**

This App requires a mobile device with data and/or wireless network connectivity that is capable of running

- Android API Level 21 and above
- iOS Level 9.0 and Above

## **3 Acknowledgements**

- 3.1 The terms of this Licence apply to the App and any services in or accessible through the App (“**Services**”), including any updates or supplements to the App or any Service, unless they come with separate terms, in which case those terms apply. If any open-source software is

included in the App or any Service, the terms of an open-source Licence may override some of the terms of this Licence.

- 3.2 UKHO may change the terms of this Licence at any time by notifying you of a change when you next start the App. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the App and any Services.
- 3.3 From time to time updates to the App may be issued. Depending on the update, you may not be able to use the App or some or all Services until you have downloaded the latest version of the App and accepted any new terms.
- 3.4 You will be assumed to have obtained permission from the owners of any device onto which you download the App (**Devices**). You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility for the use of the App on or in relation to any Device, whether or not it is owned by you.
- 3.5 The terms of our Mobile App Privacy Policy from time to time, available at [admiralty.co.uk/Cookie-policy](http://admiralty.co.uk/Cookie-policy), are incorporated into this Licence by reference and apply to your use of the App and any Services. By using the App or any Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 3.6 Certain Services will make use of location data sent from the Devices. You can turn off this functionality at any time by turning off the location services settings for the App on the Device. If you use these Services, you consent to us and our affiliates' and licensees' transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based products and services. You may withdraw this consent at any time by turning off the location services settings in the App or your operating system.
- 3.7 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

#### **4 Grant of Licence**

- 4.1 In consideration of you agreeing to abide by the terms of this Licence, UKHO grant you a non-transferable, non-exclusive Licence to use the App on the Devices. UKHO reserves all other rights.
- 4.2 You may download a copy of the App onto a Device and view, use and display the App on the Device for your personal purposes only.

## **5 Restrictions on Your Use of the App**

5.1 UKHO reserves the right to suspend or cease any Services provided through or by the App without notice and will have no liability to you if it does.

5.2 Except as expressly set out in this Licence or as permitted by any local law, you agree:

(a) not to copy the App except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;

(b) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities:

(i) is used only for the purpose of achieving inter-operability of the App with another software program;

(ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and

(iii) is not used to create any software that is substantially similar to the App;

together the "Licence Restrictions".

## **6 Acceptable Use**

6.1 You must:

(a) not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Licence, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;

(b) not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including the submission of any material (to the extent that such use is not licensed by this Licence);

(c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;

## **7 Intellectual Property Rights**

You acknowledge that all intellectual property rights in the App, belong to us or our licensors, and that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App, other than the right to use it in accordance with this Licence.

## **8 Warranty and Support**

8.1 UKHO warrant that the App will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the description of the App on the App Store and our website for a period of 30 days from the date on which the App is downloaded to the Devices ("Warranty Period").

8.2 If within the Warranty Period you notify us in writing of any defect or fault in the App as a result of which it fails to perform substantially in accordance with its description, you will be entitled to a refund if a purchase was made.

8.3 The warranty does not apply:

(a) if the defect or fault in the App results from you having used the App in contravention of the terms of this Licence;

(b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions.

8.4 This warranty is in addition to your legal rights in relation to software that is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

8.5 UKHO may be contacted using the details set out in Clause 11 if you have any technical support queries. UKHO will use reasonable endeavours to assist with support query but cannot guarantee that it will be able to resolve any particular issue. UKHO will only provide support where the App has been used in accordance with these licence terms.

8.6 For support in relation to installation (and removal) refer to the App Store and your Device's user guide.

## **9 Limitation of Liability**

9.1 You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App meet your requirements.

9.2 Our maximum aggregate liability under or in connection with this Licence (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £50. This does not apply to the types of loss set out in clause 9.3.

9.3 Nothing in this Licence shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) any other liability that cannot be excluded or limited by English law.

## **10 Termination**

10.1 UKHO may terminate this Licence immediately by written notice to you:

- (a) if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
- (b) if you breach any of the Licence Restrictions or the Acceptable Use terms in clause 6.

10.2 On termination for any reason:

- (a) all rights granted to you under this Licence shall cease;
- (b) you must immediately cease all activities authorised by this Licence, including your use of any Services;
- (c) you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App then in your possession, custody or control and certify to us that you have done so;

## **11 COMMUNICATION BETWEEN US**

11.1 If you wish to contact us in writing, or if any clause in this Licence requires you to give us notice in writing, you can send this to us by e-mail ([customerservices@ukho.gov.uk](mailto:customerservices@ukho.gov.uk)) or by prepaid post to The United Kingdom Hydrographic Office, Admiralty Way, Taunton, Somerset, TA1 2DN, United Kingdom. Telephone: +44 (0)1823 484444. UKHO will confirm receipt of this by contacting you in writing, normally by e-mail.

11.2 If UKHO have to contact you or give you notice in writing, UKHO will do so by e-mail to the email address you provide to us in your request for the App.

## **12 OTHER IMPORTANT TERMS**

12.1 UKHO may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.

- 12.2 You may only transfer your rights or obligations under this Licence to another person if UKHO agree in writing.
- 12.3 If UKHO fail to insist that you perform any of your obligations under this Licence, or if UKHO do not enforce our rights against you, or if UKHO delay in doing so, that will not mean that UKHO have waived our rights against you and will not mean that you do not have to comply with those obligations. If UKHO do waive a default by you, UKHO will only do so in writing, and that will not mean that UKHO will automatically waive any later default by you.
- 12.4 Each of the clauses of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- 12.5 This Licence, its subject matter and its formation, are governed by English law. You and UKHO both agree that the courts of England will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.