

# MAYOR OF LONDON

## NHA LDN and ATLAS LDN Platform Terms and Conditions of Use

1. By using the Greater London Authority's (GLA) NHA LDN and ATLAS LDN Platform (Platform) you confirm that you accept these terms of use ("Terms"), along with the related [Privacy Policy](#). If you do not agree to these Terms and/or the Privacy Policy, you must not use the Platform.

### GLA Responsibilities

2. The GLA:
  - 2.1. licenses you to use the Platform and any updates or supplements to it as permitted in these Terms;
  - 2.2. may, at its sole discretion, edit, add to or change any aspect of the Platform without prior warning. If you require any further information regarding the Platform please e-mail [ATLASLDN@london.gov.uk](mailto:ATLASLDN@london.gov.uk) with your contact details and questions. The GLA will try to respond as soon as possible;
  - 2.3. may at any time revise these Terms and/or introduce changes to the Platform.

### Your Responsibilities

3. You:
  - 3.1. confirm that, by using the Platform, you have authority to provide submitted data on behalf of your organisation;
  - 3.2. shall only use the Platform for lawful purposes and in a manner that does not infringe or interfere with the rights of others;
  - 3.3. shall not knowingly upload data to the Platform that is misleading, incorrect or misrepresentative;
  - 3.4. warrant that, in uploading data to the Platform, you have the necessary permissions and consents to use the data for that purpose and that the use of the data by you does not violate any data copyrights, licensing agreements or other terms and conditions of the owner of the data;

- 3.5. acknowledge that you are responsible for any misinterpretation or misuse of any information contained in the Platform and/or provided to you by the GLA in relation to the Platform;
  - 3.6. are encouraged to engage with the GLA when something's wrong – point out any issues you may encounter with the Platform, make suggestions about how to improve the service and tell the GLA about how the Platform is supporting your work;
  - 3.7. acknowledge and agree to the GLA's use of your data as described in paragraphs 5 to 7 of these Terms.
4. You shall not:
- 4.1. use the Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Platform;
  - 4.2. infringe the GLA's intellectual property rights or those of any third party in relation to your use of the Platform;
  - 4.3. transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Platform; and
  - 4.4. use the Platform in a way that could damage, disable, overburden, impair or compromise the GLA's systems or security or interfere with other users.

### **Ownership of the Platform**

5. The Platform belongs to the GLA. You must not:
- 5.1. rent, lease, sub-license, loan, provide, or otherwise make available the Platform in any form, in whole or in part to any person without prior written consent from the GLA;
  - 5.2. copy the Platform, except as part of the normal use of the Platform or where it is necessary for the purpose of back-up or operational security.

### **Use of your personal data**

6. The GLA may share any personal data you provide while using the Platform with our programme partners: the Ministry of Housing, Communities and Local Government (MHCLG), Homes England (HE) and Transport for London, for the purpose of building our evidence base and reviewing submissions. We will also share your data with our Platform developer AtkinsRéalis Ltd, who acts as our Data Processor, under strict terms and conditions. For further information regarding personal data processing, please see our [Privacy Policy](#).

## Use of non-personal data

7. **NHA:** Any non-personal data you provide while using the Platform in relation to the NHA programme shall be used as follows:
  - 7.1. the GLA shall use your data to assess whether your site is suitable for support from NHA LDN and to action support needs on your site, if adopted into the NHA LDN programme. Your data will also be used for monitoring and report of programme outcomes; and
  - 7.2. all data may be shared with MHCLG and HE, except information about the anticipated unit price, and information relating to potential funding interventions. These organisations shall use your data to provide national level monitoring and reporting on the NHA programme and to support interventions on sites adopted into the NHA programme, where these require support from MHCLG or HE.
  - 7.3. The following data types may be shared with the relevant local planning authority: site name, address, postcode, borough, part of masterplan, name of lead developer and organisation type, planning status, planning number, predicted start on site, number of homes and type of home breakdown, status of Registered Provider partner, status of Build to Rent investor, key barriers to delivery, BSR status, number of homes currently forecast to complete by 2029 and number which could complete if supported. The local planning authority will use your data to provide any additional information about the site to the GLA which could support NHA intervention.
8. **ATLAS:** Any non-personal data you provide while using the Platform in relation to the ATLAS programme shall be used as follows:
  - 8.1. the GLA shall use your data to assess whether your site is suitable for support from ATLAS LDN and to action support needs on your site, if adopted into the ATLAS LDN programme. Your data will also be used for monitoring and report of programme outcomes; and
  - 8.2. the following site name, address, postcode, borough, site status, site designation and planning status, name of developer, housing mix and anticipated completion dates, details of PPA agreements and funding received, reasons for requesting support will be shared with MHCLG and HE. These organisations shall use your data to provide any additional information about the site to the GLA which could support ATLAS intervention.

## Liability

9. Nothing in these Terms excludes or limits the GLA for any liability that cannot be excluded or limited by English law.

10. To the extent permitted by law, the GLA exclude all conditions, warranties, representations, or other terms which may apply to the Platform, whether express or implied.

## **General Provisions**

11. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
12. Even where the GLA delays enforcing these Terms, it can still enforce them later.
13. These Terms shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these Terms. Either party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.
14. Subject to paragraph 12, each Party waives any objection to, and submits to, the jurisdiction of the courts of England and Wales. Each Party agrees that a judgment or order of any such court is binding upon it and may be enforced against it in the courts of England and Wales or any other jurisdiction.