

SOUTHERN ELECTRIC POWER DISTRIBUTION PLC TERMS OF USE FOR THE LUAR HUB

We have provided the SSEN Data to the LUAR Hub to give guidance as to the location of Our asset infrastructure. These Terms of Use set out the terms on which You may Use the SSEN Data through the LUAR Hub in accordance with clause 4.6 of the LUAR Hub End User Terms.

By Your continued use of the LUAR Hub and Your Use of the SSEN Data You acknowledge and agree that:

1. You will only Use the SSEN Data for the purposes and subject to the terms and conditions set out in these Terms of Use.

Use of SSEN Data when carrying out works

2. SSEN Data from the LUAR Hub is indicative and may only be Used for general guidance, not as the principal reference for planning or conducting excavations or any other works.
3. Should You wish to excavate or carry out works, You should first visit <https://www.ssen.co.uk/ConnectionsInformation/NetworkInformation/> to obtain information about our network, including maps indicating capacity availability, where our assets are located (GIS), plans to develop our network and technical specifications. In addition, You can visit <https://www.ssen.co.uk/WorkingSafely/> for more information on our safety guidance. If You are in doubt and need more information, You may contact General Enquiries on 0800 048 3516 or email GE@ssen.co.uk.
4. It is Your responsibility to make Your own enquiries elsewhere to discover whether apparatus belonging to others is present.
5. Using SSEN Data does not relieve You of Your obligation to take all reasonable care and exercise all reasonable diligence when performing excavation or other works. You must comply with Your obligations under any applicable laws, legislation, standards or regulations in force from time to time.
6. Safe digging practices must be used to verify and establish the actual position of any of Our infrastructure on site before any mechanical plant is used and it is Your responsibility to ensure this information is provided to all persons in the vicinity.
7. All electric lines discovered must be considered live and dangerous at all times and must not be cut, re-sited, suspended, bent or interfered with unless specially authorised in advance by Us.
8. You will use Your best endeavours to report back to Us any wrongly recorded or unidentified items which You identify within the SSEN Data.

No warranty and limitation of liability

9. We have tried to ensure that the SSEN Data is accurate, up-to-date and obtained from reliable sources, but there may be delays, omissions or inaccuracies in information contained in the LUAR Hub and the information may change over time. The SSEN Data is supplied "as is", on a best-effort basis only.

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10. We do not provide any guarantee as to the accuracy or completeness of the SSEN Data and We make no representation or warranty of any kind, as to the accuracy or completeness of the SSEN Data or its fitness for a particular purpose. All warranties, conditions and other terms implied by statute or common law regarding the SSEN Data are excluded from these Terms of Use to the fullest extent permitted by law. The SSEN Data may not be an accurate or complete record and should not be relied upon without further risk assessment.
11. We do not accept responsibility for any errors or omissions in the information or any results obtained from the Use of the SSEN Data. To the fullest extent permitted by law, We, Our employees, officers, contractors, agents and Group Companies exclude any liability to You of any kind whatsoever, in contract, in tort (including negligence), for breach of statutory duty or otherwise, for any loss of any nature, damage, costs, claims, demands, or expenses that You or any third party may suffer or incur as a result of *any decision made or action taken or not taken in* reliance on the SSEN Data provided in the LUAR Hub, however caused and whether for physical damage to property, or for any direct or indirect loss, economic loss (including without limitation loss of business, loss of profit, loss of opportunity, loss of savings, loss of goodwill, loss of business, loss of use or similar loss of damage) or any special or consequential loss or damage whatsoever.
12. We do not own or control the LUAR Hub and do not accept any responsibility or liability for its content or performance.

Intellectual property, confidentiality and data protection

13. We reserve all intellectual property rights in the SSEN Data and all such intellectual property rights are the property of Us or Our licensors as the case may be. Accessing or using the SSEN data does not transfer these rights to You. You shall have no rights in the SSEN Data other than the right to Use it in accordance with the express terms of these Terms of Use.
14. You may not:
 - pass or share any SSEN Data obtained from the LUAR Hub to any third party not registered on the LUAR Hub;
 - copy, adapt, reverse engineer, decompile, disassemble or modify the data in whole or in part, or update, or otherwise alter the SSEN Data in any way;
 - commercially exploit, sell, licence, distribute or otherwise build a product or service which relies on, incorporates or references SSEN Data;
 - use or tamper with, or remove any of Our copyright, trade mark, trade mark symbols, domain names or other proprietary notices contained in the SSEN Data
 - store or transfer the SSEN Data onto any public systems other than the LUAR Hub.
15. You will notify Us as soon as You become aware of or suspect any infringement of Our intellectual property rights or any unauthorised access to, distribution of, loss of or use of SSEN Data as a result of Your Use and You will provide Us with all reasonable assistance in pursuing or dealing with any such issue.

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16. You shall keep the SSEN Data confidential and not share it with any third party not registered on the LUAR Hub.
17. You shall conform to all relevant law and legislation, standards and regulations governing the use, control and processing of data.
18. You are responsible for the security of the information provided to You. It must not be given, sold or made available upon payment of a fee to a third party.
19. You will use appropriate security measures to ensure that Your Use of the SSEN Data is secure from unauthorised use or access.

Breach of these Terms of Use

20. Any breach of these Terms of Use may lead to the termination of your access to the SSEN Data and may lead to Us taking action against You.
21. If We require it, You shall immediately return any SSEN Data You have to Us (including any copies or data derived from such SSEN Data) or, at Our request, permanently delete it.

General

22. We may change these terms from time to time and it is Your responsibility to ensure that You review these terms regularly to ensure You are complying with the most up-to-date version of them. Your continued use of the LUAR Hub will be deemed to be acceptance of such changes.
23. We may provide notice to You under these Terms of Use by email to the email address associated with Your User Account as provided to Us by Ordnance Survey, and You give Your consent to that information being provided to Us.
24. You will not when accessing, using, downloading or storing the SSEN Data act in a manner that is unlawful, misleading, unethical or detrimental to our reputation.
25. You will provide Us with all necessary co-operation in relation to these Terms of Use.
26. You shall ensure that all persons accessing the SSEN Data on Your behalf are aware of and comply with these Terms of Use.
27. These Terms of Use will be governed by and construed in accordance with English law and We and You submit to the exclusive jurisdiction of the English courts.

Definitions of terms used in these Terms of Use

Group Companies means being any subsidiary or holding company of (or any subsidiary of a holding company of) Us, where "subsidiary" and "holding company" have the meanings given to them under the Companies Act 2006.

SSEN Data means the mapping data provided by Us and accessible within the LUAR Hub.

Terms of Use means these terms and conditions regulating Your Use of the SSEN Data.

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Use means Your access or use of the SSEN Data.

We, Us or Our means Southern Electricity Power Distribution plc.

You or Your means any of your employees, officers, agents, advisors, contractors, users and representatives that access the SSEN data.