

NUAR Data Provider Terms (Bazalgette Tunnel Limited (“Tideway”)), clause 4.6

The use of Licensed Data via the NUAR Hub owned and/or provided by Tideway (“**Tideway Licensed Data**”) is subject to the following conditions:

1. The Statutory Undertaker and Authorised Users shall make its own enquiries to satisfy itself as to the accuracy, quality and completeness of any Tideway Licensed Data on the NUAR Hub and shall not be entitled to rely on the Tideway Licensed Data and must use its own skill and judgement in relation to its use of the Tideway Licensed Data. Statutory Undertakers and Authorised Users use of the Tideway Licensed Data is entirely at its own risk.
2. Tideway gives no representations, warranties or conditions, whether express or implied, in respect of any Tideway Licensed Data accessed via the NUAR Hub and any such representations, warranties or conditions in respect of any Tideway Licensed Data and all liabilities arising from the supply or use of the Tideway Licensed Data and for any reliance on the results arising out of the use of the Tideway Licensed Data, are excluded to the fullest extent permitted by law.
3. The Statutory Undertaker and Authorised Users must only use the Tideway Licensed Data for the purposes and subject to the limitations set out in the NUAR Hub End User Terms and these terms. The Statutory Undertaker and Authorised Users must ensure that its employees and consultants who have access to the Tideway Licensed Data comply with this obligation.
4. Intellectual Property Rights. The Statutory Undertaker and Authorised Users acknowledge that:
 - a. all Intellectual Property Rights in the Tideway Licensed Data are the property of Tideway or its licensors, as the case may be;
 - b. it shall have no rights in or to the Tideway Licensed Data other than the right to use them in accordance with the express terms of the NUAR End User Terms and these terms.
5. Any display of the Tideway Licensed Data by the Statutory Undertaker and /or Authorised Users shall credit, wherever technically and commercially feasible, Tideway, any licensor of Tideway or any other source of the Tideway Licensed Data specified by Tideway as the source of the Tideway Licensed Data.
6. Defined terms shall have the meaning given to them in the NUAR Hub End User Terms unless the context otherwise permits.