

### User Policy V1.3 July 2025

LG Inform Plus is a website and an information management and data delivery service provided historically for use solely by the Local Government Sector in England ("Local Authorities") but now with options of availability for access by wider public and private sectors. Access to some parts are available under subscription and there are some pages that are made publicly available. The service is delivered by the Improvement and Development Agency for Local Government ("IDeA") which is a subsidiary company of the Local Government Association ("LGA") limited by guarantee utilising data content drawn from many sources and software provided by Placecube Limited (the "Service Provider").

**IMPORTANT:** By accessing and using LG Inform Plus the user will automatically be taken to have read, understood and accepted this User Policy. For clarification of any terms and conditions, [contact us](#). If the user does not agree to be bound by this User Policy the user must cease to access and use LG Inform Plus and any of the Content found within it (including any Content the user may have copied or downloaded). The IDeA reserves the right to update and change these terms and conditions from time to time without notice. The most recent version of these terms are [here](#).

**IMPORTANT:** Users acknowledge that, on the basis they are accessing LG Inform Plus free of charge or alternatively on the basis of the amount of their (or their Subscribing Authority's or Subscribing Other Organisation's) Subscription Fee that the disclaimers and limits on the IDeA's liability contained in this User Policy (in particular Paragraphs 11 Disclaimers and 12 The IDeA's Liability) is fair and reasonable.

### Acceptance of this User Policy

Access and use of this website located at <http://lginformplus.local.gov.uk/> (and any redirecting browser links to it), including any and all content, information and materials provided within it (the "Content") (together referred to as "LG Inform Plus"), is subject to acceptance of, and compliance with, the provisions of this User Policy, which incorporates our [Privacy Policy](#), and any other legal notices and/or instructions which may appear on LG Inform Plus and/or within any Content from time to time (together described as this "User Policy").

### 1. LG Inform Plus

LG Inform Plus is an online service charged with the creation, upkeep and hosting of information standards in the local government sector (sometimes known as esd-standards – effective service delivery). Additionally a range of online tools and guidance materials that make use of the esd-standards are also available for use – some available freely and others accessible only under payment of a subscription. The data content and guidance materials are available to support users to gain a better understanding of local areas through information analysis and sharing. This information can be used and customised in a range of ways including: to monitor and report on the performance or characteristics of an area, to target resources effectively, and to identify barriers or challenges to delivering services efficiently.

LG Inform Plus provides a collection of on-line facilities, rights and obligations, the scope of which depends on whether you are:

- "Public Users" who are casual users from the general public who do not register
- "Network Members" who are users from the general public who register to use some additional free functionality
- "Subscribing Authorities" who are Councillors and Officials from Local Authorities that subscribe their organisation to access all functionality including premium functionality
- "Subscribing Other Organisations" who are other users from the public or private sector that subscribe their organisations to access selected premium functionality available also to non-Local Government organisations

Collectively, Public Users, Network Members and users within Subscribing Authorities and Subscribing Other Organisations are referred to as "Users".

LG Inform Plus has 4 primary components whose terms of use are set out in this User Policy. Additional specific terms for some components covering specialist requirements are included in schedules at the end of this policy and cross referenced to the respective components below:

- Open features available for viewing and use by all (see also Schedule D below), specifically
  1. Information sharing standards at <http://standards.lginformplus.local.gov.uk/>
  2. News room at <http://about.esd.org.uk/news>

3. Public sector open data guidance, standards, schemas, tools and data discovery and publication services at <http://opendata.lginformplus.local.gov.uk/>
- Open features available for viewing and use freely by Network Members (see also Schedule A below), specifically
  1. Natural neighbourhoods
- Premium tools aimed to assist improved local government information management and data analysis for use by Subscribing Authorities and Subscribing Other Organisations (see also Schedule B below), specifically
  1. Small area reporting
  2. Data upload capability
  3. Records retention tool
  4. Powers and duties tool
- Premium tools aimed to assist access to core data by Subscribing Authorities and Subscribing Other Organisations (see also Schedule C below), specifically
  1. Direct data feed via API – application programmable interface

## 2. Registration

To register as a Network Member users must have an email address which concords with a recognised domain name for the delivery of email communications.

To register as a Subscriber users must have an email address with a recognised domain name for a Subscribing Authority or a Subscribing Other Organisation that has agreed to subscribe by payment of an access fee for use of premium services. This includes:

- a recognised domain name for a Local Authority, Fire and Rescue Authority or similar;
- a recognised domain name for another public sector organisation; and
- a recognised domain name from our list of Subscribing Other Organisations.

Collectively Network Members and Subscriber users are referred to as "Registered Users"

From time to time the IDeA may register persons as Registered Users as it sees fit.

When registering as a Registered User, or when registering as a Subscribing Authority's or Subscribing Other Organisation's designated point of contact ("Designated Officer"),

users must provide accurate, up-to-date and complete information about themselves, as prompted by LG Inform Plus ("Your Data") and must promptly update Your Data as and when any changes to Your Data occur.

In return the IDeA agrees to use Your Data only in accordance with its [Privacy Policy](#).

When users successfully register as a Registered User they will receive a Username and Password. Users are responsible for keeping their Password confidential and shall take all necessary steps to ensure that it is kept secure and not disclosed to any other person.

IMPORTANT: If users know or suspect that their Password has been disclosed to any other person they must [contact us](#) immediately and change the password. Please note that users are responsible for all activities that occur under their Password.

### 3. Subscribing Authorities

Any Local Authority may register as a Subscribing Authority by paying the annual subscription fee for the remainder of the current year (until 31 March) and annually thereafter (the "Subscription Fee"). The subscription fee per annum per Local Authority varies according to the size of the Local Authority based upon its Settlement Funding Assessment (SFA). The up-to-date schedule of subscription bands is available online [here](#). This subscription fee allows unlimited access to LG Inform Plus content, tools and other resources and functionality across the Local Authority. Use of the Direct Data Feed via the Application Programmable Interface (API) is available to an upper limit of data volume download set out [here](#). Additional security access keys to increase download capacity are available for purchase.

Each Subscribing Authority must have a person registered with the IDeA as its Designated Officer.

By registering as a Subscribing Authority any individual allocated an email address using that Local Authority domain name will either be entitled to register as a Subscriber, or where s/he is already registered as a Network Member, s/he shall automatically become a Subscriber.

### 4. Subscribing Other Organisations

Any individual or public or private enterprise may register as a Subscribing Other Organisation to gain access to the Premium tools available to Subscribing Other Organisations as laid out in Schedule B or Schedule C.

Each Subscribing Other Organisation must have a person registered with the IDeA as its Designated Officer.

By registering as a Subscribing Other Organisation any individual allocated an email address using that Subscribing Other Organisation's domain name will either be entitled to register as a Subscriber, or where s/he is already registered as a Network Member, s/he shall automatically become a Subscriber.

### 5. Availability of LG Inform Plus

The IDeA shall use reasonable endeavours to ensure that LG Inform Plus is available between the hours of 09.00 and 17.30 Monday to Friday, excluding public holidays. While LG Inform Plus may be available outside of those times, the IDeA makes no representation or guarantees as to such availability.

The IDeA reserves the right to withdraw access to all or any part of LG Inform Plus for periods of time in order to modify Content, scheduled or emergency maintenance and other purposes without notice.

As LG Inform Plus is transmitted via third party telecommunications networks, there are no guarantees that the availability of LG Inform Plus will be uninterrupted or error free. There are also no guarantees that the transmission of any information over such telecommunications networks will be secure nor that you will be able to access LG Inform Plus at all times.

**IMPORTANT:** LG Inform Plus is therefore provided to you on an "as is" and "as and when available" basis, and your use of LG Inform Plus is at your own risk.

### 6. Your Obligations

**IMPORTANT:** You may only use LG Inform Plus (including any Content you access, copy or download) for lawful purpose(s) in accordance with this User Policy. This User Policy comprises a set of core obligations required by all Users and is then

supplemented by additional specific obligations as attached schedules based upon the primary component of the programme which you are using.

### **7. Core Obligations**

Users agree:

- to accredit the source of any data, text or images that are derived from LG Inform Plus as "powered by LG Inform Plus";
- to comply with any legal notices contained in LG Inform Plus (including in any Content); and
- to respect and comply with the legal rights of others, in particular the IDeA's rights, and the rights of its licensors (including other Subscribing Authorities, Subscribing Other Organisations, Local Authorities and the Service Provider) (please see the paragraph on Ownership below) and any rights of individuals under Data Protection Legislation namely Data Protection Act 2018 (DPA 2018), and the UK General Data Protection Regulation (UK GDPR) and the right of privacy under Article 8 of the Human Rights Act 1998.

### **8. Ownership and Licence**

Users acknowledge that all rights in copyright, patents, design rights, trademarks and other intellectual property rights (whether registered, capable of registration or otherwise) throughout the world, for the full duration of such rights ("IP Rights") in LG Inform Plus and esd-toolkit (including in the Content) are owned by the IDeA or its licensors (as appropriate), which include Local Authorities and the Service Provider.

Except for use of the Content in accordance with this User Policy, users are granted no IP Rights in respect of LG Inform Plus.

Users may print, copy or download the Content provided always that:

- LG Inform Plus and/or any Subscribing Authority or third party responsible for creating the Content, is the acknowledged source;
- all titles credits and URLs are included; and
- users comply with any legal notice contained in the Content.

This permission is revocable by the IDeA at any time.

All trademarks, logos, titles, brand and product names ("the Trade Marks") which are featured in LG Inform Plus and the esd-toolkit and esd-standards are owned by the IDeA or its licensors (including Subscribing Authorities, other Local Authorities and the Service Provider).

Users may only use or refer to the Trade Marks which are included in Content downloaded, copied or printed by you in accordance with this User Policy. Otherwise users must not offer or distribute any products or services under or by reference to the Trade Marks, or otherwise reproduce any of the Trade Marks without the IDeA's express written consent.

### **9. Links**

LG Inform Plus contains links to websites which are not under its control. These links are provided for convenience only. The IDeA is not responsible for the availability or content of such other websites, nor for any products or services available from them. Any such link should not be seen as an endorsement of such websites, or any products or services contained on them.

Users' use of such other websites may be subject to additional terms and conditions imposed by the owners of those websites. Dealings with such third parties are between users and the third party, and the IDeA accepts no liability as a result of users accessing such websites or entering into contractual arrangements with the operator in question.

### **10. Modifications to this User Policy**

This User Policy (including the Privacy Policy and Discussion Forum Policy) may be amended from time to time, and users should review it periodically.

### **11. Disclaimers**

Liability in the event of death or injury as a result of the IDeA's negligence, or any consequential losses resulting from any fraud committed by the IDeA is not limited and nothing in this User Policy should be read as making any such limitations.

As content is provided not only by the IDeA but also by other Users and data sources the IDeA cannot and does not undertake to monitor every item of Content uploaded onto LG Inform Plus and as a result:

- there are no guarantees that LG Inform Plus is virus and/or error free. Users should always check Content (data, online tools, documented processes) before downloading or making use within your business. Any Content is used at the user's own risk, and on the basis that users will be solely responsible for any damage to their computer system, business goodwill or loss of data that may result from the use of such Content; and
- there are no representations, warranties or endorsements about the information included in LG Inform Plus or its accuracy (including in relation to any opinions or advice given, or any links to other websites). Anything on LG Inform Plus is for information purposes only and does not constitute investment advice, legal or professional advice and should not be relied on without taking independent advice. Nor can the IDeA guarantee the prompt editing or removal of any inappropriate or inaccurate Content.

**IMPORTANT:** Please note that users are solely responsible for any decisions taken based on the information contained in the Content.

Users accessing LG Inform Plus for business and commercial purposes, agree that, unless specifically stated otherwise, LG Inform Plus is provided to users without any conditions, warranties, or guarantees, whether express or implied, including but not limited to any implied warranties or conditions as to the satisfactory quality or fitness for a particular purpose, which are expressly excluded to the extent permitted by law.

## 12. The IDeA's Liability

The IDeA shall not be liable to users in contract, tort (including negligence) or otherwise for:

- any damage or loss arising from the consequences of viruses received by users via LG Inform Plus or by any failure to provide LG Inform Plus in accordance with this User Policy;
- any economic losses (including loss of profits), any indirect or consequential losses, loss of data, goodwill or reputation, or for any wasted expense including but not limited to losses caused by viruses or errors inherent in the online, data and other Content,

and any other liability the IDeA may have whether in contract, tort (including negligence) or otherwise for any loss or damage suffered by users in relation to LG Inform Plus

and/or the Content is limited to either the amount which users (or their Subscribing Authority) paid as a Subscription Fee, or £525, whichever is the greater amount.

In any event the IDeA will not be liable for any failure to perform its obligations if it is prevented from doing so by an event beyond its reasonable control including (but not limited to):

- strikes or labour disputes;
- acts of God, war, riot, civil action, malicious acts or damage, fire, flood or storm;
- compliance with any law, governmental or regulatory order, rule, regulation or direction, any act or omission of any government or other competent authority; and/or
- accident, equipment or services failure, including the unavailability of third party telecommunications services, lines or other equipment.

### **13. User's Liability**

The IDeA reserves the right to suspend or terminate a user's registration as a Registered User and/or their access to all or any parts of LG Inform Plus without notice, if it reasonably believes that the user has breached this User Policy.

The user agrees to indemnify the IDeA from and against any liability, loss, damage or expense caused to any person (including the IDeA, the Service Provider, any Subscribing Authority or any other User), to the extent such losses, damages and expense is caused by:

- the user's use of LG Inform Plus or the use of LG Inform Plus by any person who may be authorised by the user or for whom the user is responsible, or to whom the user has disclosed his/her Password (whether inadvertently or not);

It is agreed that this indemnity is appropriate and reasonable given that the user is accessing LG Inform Plus free of charge or alternatively operating within the terms of the user's (or his/her Subscribing Authority's or Subscribing Other Organisation's) Subscription Fee.

Each Local Authority (whether a Subscribing Authority or not) and each Subscribing Other Organisation shall be jointly and severally liable under this User Policy for the actions and omissions of its own respective Registered Users (whether within the scope of their employment or otherwise) in relation to any use of LG Inform Plus related to the

said Local Authority's or Subscribing Other Organisation's purposes or business. In particular each Local Authority shall be responsible for all Content uploaded by its Registered Users, and for ensuring that such Content is only uploaded in accordance with this User Policy.

Otherwise users shall be solely liable for any other use they make of LG Inform Plus.

### **14. Termination**

The IDeA is entitled to revoke a user's status as a Network Member or Subscriber or otherwise limit user's right of access to LG Inform Plus at any time:

- where the user has materially or persistently breached this User Policy; or
- in any event on 1 week's notice.

The IDeA is entitled to revoke any user's status as a Subscribing Authority or Subscribing Other Organisation:

- where any of their Subscribers have materially or persistently breached this User Policy; or
- failed to meet any subscription renewal fees each year; or
- in any event on at least 1 month's notice,

and upon such termination all of their Subscribers shall automatically cease to be Subscribers.

Any Subscribing Authority or Other Subscribing Organisation is entitled to terminate its subscription as a Subscribing Authority:

- where the IDeA has materially or persistently breached this User Policy; or
- in any event on at least 1 month's notice (to expire on 31 March in any year)

although without prejudice to any of its other rights and remedies, in either case the Subscribing Authority shall not be entitled to any refund of the Subscription Fee.

### **15. General**

1. any failure or delay by the IDeA to bring legal proceedings in relation to LG Inform Plus, the Content or this User Policy shall not be regarded as a waiver of

any rights. If any such rights are waived, this shall not be regarded to be a waiver of any other or future rights the IDeA may have;

2. if any paragraph, or part of any paragraph, of this User Policy is found by any Court, or other competent body to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, that part shall be deemed to be severable from this User Policy and the remaining provisions of this User Policy shall continue in full force and effect;
3. the User Policy is not intended, nor shall it operate, to create a partnership or joint venture of any kind between the parties, and users are not authorised to act as the IDeA's agent;
4. no term of this User Policy shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 ("Act") by a third party, who is not a party to this agreement save for any Subscribing Authority, any Subscribing Other Organisation or any other User who shall be entitled to exercise any rights it may have under that Act against the user. Notwithstanding that any term of this User Policy may be or become enforceable by a Subscribing Authority, a Subscribing Other Organisation or any other User, the IDeA shall be entitled to vary, amend, modify, suspend, cancel or terminate the agreement with the user in accordance with the other terms of the User Policy, without the user's consent;
5. Users may serve formal notice on the IDeA by contacting the IDeA, and it may serve a formal notice on users, by either first class post or email to the contact details submitted upon registration (as may be updated by the user from time to time) and such notice will be regarded as formally received by the other on the next working day;
6. this User Policy represents all the terms and conditions of the agreement between the parties that arises automatically when Users use LG Inform Plus, and supersedes any previous agreements between the parties relating to this use of LG Inform Plus. If there are any inconsistencies between the Discussion Forum Policy, our Privacy Policy or any legal notices or instructions, and the terms and conditions set out in this User Policy, then the latter shall prevail;
7. Users acknowledge that (in relation to their use of LG Inform Plus) they have not relied on any statement, representation, warranty or understanding made by the IDeA or on our behalf (whether or not made negligently) other than those expressly set out in this User Policy;
8. this User Policy shall be interpreted in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

### **Contacting Us**

You can contact us by following the instructions on our [help site](#).

Or by writing to us at:

The IDeA / Local Government Association  
Research & Information Team  
18 Smith Square  
London SW1P 3HZ

You can contact our Service Provider at:

Placecube Ltd,  
1 London Street,  
Reading, RG1 4PN.

## **SPECIALIST SUPPLEMENTARY SCHEDULES**

### **SCHEDULE A**

#### **OPEN FEATURES AVAILABLE FOR VIEWING AND USE FREELY BY REGISTERED USERS**

This schedule sets out specific terms of use for the features and functionality within LG Inform Plus that are free to access but require users to have registered themselves into the service and be signed in. The sections of LG Inform Plus that fall into this category include:

- Natural neighbourhoods at <http://neighbourhoods.lginformplus.local.gov.uk/> "LG Inform Plus Open Features for Registered Users"

Access to LG Inform Plus which includes a right to use the LG Inform Plus Open Features for Registered Users is only granted subject to the user's agreement to these terms. The IDeA reserves the right to update and change these terms from time to time without notice. The most recent version of these terms are [here](#). You should refer to the terms specific to the LG Inform Plus Open Features for Registered Users and to the general terms.

A user's rights to the LG Inform Plus Open Features for Registered Users under these terms continue until it is terminated by either party. Registered Users may terminate the

right by discontinuing use of all or any of the LG Inform Plus Open Features for Registered Users.

A user's right to use the Natural Neighbourhoods creation and publication features will continue so long as:

- users comply with LG Inform Plus Terms of Use at <http://about.esd.org.uk/terms>.
- The Natural neighbourhoods features remain in service for use from the IDeA and its third party clients. A minimum of three months' notice of any withdrawal of the Natural neighbourhoods creation and publication features will be given.

### 1. Uses and Restrictions.

Natural neighbourhoods that have reached the open published stage are made available under the Open Government Licence and made freely available for use by anyone. All pre-existing groups of ownership or basic geographic definitions used in their construction must be available under no more prescriptive terms than the Open Government Licence.

Once created and openly published as official, natural neighbourhoods cannot be removed except under exceptional circumstances by negotiation with the IDeA. In such circumstances, it may be necessary to publish a notice period of intentions to remove specific geographies for accommodation by the open data community.

1. Users shall:
  - a. Comply with the LG Inform Plus Terms of Use at <http://about.esd.org.uk/terms>.
  - b. Comply with any requirements or restrictions imposed on usage of data by their respective owners. Although the LG Inform Plus API can be used to provide access to open data, neither the IDeA's provision of the LG Inform Plus natural neighbourhoods feature nor the use of this feature overrides data owners' requirements and restrictions, which may include Open Government Licences or other terms and conditions that may be agreed upon between the user and the owners. In ALL cases, Users are solely responsible for making use of data in compliance with owners' requirements or restrictions.
  - c. Attribute LG Inform Plus as the source of data with the statement "Powered by LG Inform Plus".
2. Users shall not:

- a. Attempt to cloak or conceal their identity or their application's identity when requesting authorisation to use the LG Inform Plus natural neighbourhoods feature.
- b. Use the LG Inform Plus natural neighbourhoods feature for any application that constitutes, promotes or is used in connection with spyware, adware, or any other malicious programs or code.
- c. Use the LG Inform Plus natural neighbourhoods feature in any manner or for any purpose that violates any law or regulation, or any rights of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality.
- d. Sell, lease, or sublicense the LG Inform Plus natural neighbourhoods' creation feature or access thereto. For the avoidance of doubt, the IDeA encourages commercial and intellectual exploitation from the natural neighbourhoods that arise from the creation process.

### **SCHEDULE B**

#### **PREMIUM TOOLS TO ASSIST IMPROVED LOCAL GOVERNMENT INFORMATION MANAGEMENT AND DATA ANALYSIS FOR USE BY SUBSCRIBING AUTHORITIES AND SUBSCRIBING OTHER ORGANISATIONS**

##### **Terms of Use**

This schedule sets out specific terms of use for the LG Inform Plus premium tools provided for Subscribing Authorities and Subscribing Other Organisations to assist improved local government information management (the "LG Inform Plus Subscribed Authorities Tools"). By using the LG Inform Plus Subscribed Authorities Tools, users agree to the terms below. The IDeA reserves the right to update and change these terms from time to time without notice. The most recent version of these terms are [here](#). You should refer to the terms specific to the LG Inform Plus Subscribed Authorities Tools and to the general terms.

A user's right to the LG Inform Plus Subscribed Authorities Tools under these terms continues until it is terminated by either party. Users may terminate the right by discontinuing use of all or any of the LG Inform Plus Subscribed Authorities Tools

The list of functions that comprise the LG Inform Plus Subscribed Authorities Tools includes:

- Small Area Reporting Tool
- Records Retention Tool
- Powers and Duties Tool

Your right to use the Subscribed Authorities Tools will continue so long as:

- You comply with LG Inform Plus Terms of Use at <http://about.esd.org.uk/terms>
- You continue to make the annual subscription payment as a Subscribing Authority as published [here](#)
- The Subscribed Authorities Tools remain in service for use from the IDeA and its third party clients. You will be given a minimum of three months' notice of any withdrawal of the Subscribed Authorities Tools which will only take place at the end of a financial year period on 31 March each year.

### 1. Uses and Restrictions.

The LG Inform Plus Subscribed Authorities Tools are owned by the IDeA or its licensors (as appropriate), which include Local Authorities and the Service Provider. This agreement grants Users from Subscribing Authorities a right to use the Subscribed Authorities Tools on a worldwide (except as limited below), non-exclusive, non-sublicenseable basis on the terms and conditions set forth herein. These terms define legal use of the LG Inform Plus Subscribed Authorities Tools, including all updates, revisions, substitutions, and any copies of the LG Inform Plus Subscribed Authorities Tools made by or for users. All rights not expressly granted to users are reserved by LG Inform Plus.

For all components in the Subscribed Authorities Tools

#### 1. Users shall:

- a. Comply with the LG Inform Plus Terms of Use at <http://about.esd.org.uk/terms>.
- b. Comply with any requirements or restrictions imposed on usage of data by their respective owners. Although the LG Inform Plus APIs can be used to provide access to open data, neither the IDeA's provision of the LG Inform Plus APIs to users nor users' use of the LG Inform Plus APIs override data owners' requirements and restrictions, which may include Open Government Licences or other terms and conditions that may be agreed upon between users and the owners. In ALL cases, users are solely responsible for making use of data in compliance with owners' requirements or restrictions.

- c. Attribute LG Inform Plus as the source of data with the statement "Powered by LG Inform Plus".
2. Users shall not:
  - a. Attempt to cloak or conceal their identity or their application's identity when requesting authorisation to use LG Inform Plus Subscribed Authorities Tools.
  - b. Use the LG Inform Plus Subscribed Authorities Tools for any application that constitutes, promotes or is used in connection with spyware, adware, or any other malicious programs or code.
  - c. Use the LG Inform Plus Subscribed Authorities Tools in any manner or for any purpose that violates any law or regulation, or any rights of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality.
  - d. Use the LG Inform Plus Subscribed Authorities Tools in a manner that adversely impacts the stability of LG Inform Plus servers or adversely impacts the behaviour of other applications using the LG Inform Plus APIs. Further, the IDeA reserves the right to rate limit or block applications that make a large number of calls to the API that are not primarily in response to direct user actions.
  - e. Sell, lease, or sublicense the LG Inform Plus Subscribed Authorities Tools or access thereto.

### As a User of the Records Retention Tool

1. You should be aware that whilst effort is made to ensure good provenance, the content provided is often subjective, serves for guidance only and is the result of coordinated review by participating local authorities and the IDeA's legal advisers. Subscribing Organisations should consult their own legal teams before acting upon content and the IDeA takes no responsibility for its accuracy.

### As a User of the Powers and Duties Tool

1. You should be aware that whilst effort is made to ensure good provenance, the content provided is often subjective, serves for guidance only and is the result of coordinated review by participating local authorities and the IDeA's legal advisers. Subscribing Organisations should consult their own legal teams before acting upon content and the IDeA takes no responsibility for its accuracy.

## SCHEDULE C

### DIRECT DATA FEED VIA API – APPLICATION PROGRAMMABLE INTERFACE

#### API Terms of Use

This schedule sets out specific terms of use for the LG Inform Plus direct data feed via its application programming interfaces (the "LG Inform Plus API"). By using the LG Inform Plus API, users agree to the terms below. . The IDeA reserves the right to update and change these terms from time to time without notice. You should refer to the terms specific to the LG Inform Plus API and to the general terms.

A user's right to the LG Inform Plus API under these terms continues until it is terminated by either party. Users may terminate the right by discontinuing use of all or any of the LG Inform Plus API

A user's right to use the API will continue so long as:

- The user complies with LG Inform Plus Terms of Use at <http://about.esd.org.uk/terms>
- If the user is a Subscribing Other Organisation, payments are made for high volume use according to the prices by volume, with free low volume use as set out [here](#).
- The LG Inform Plus API remains in service for use from the IDeA and its third party clients. Users will be given a minimum of three months' notice of any withdrawal of the LG Inform Plus API.

#### 1. Uses and Restrictions.

The LG Inform Plus API is owned by the IDeA or its licensors (as appropriate), which include Local Authorities and the Service Provider. This agreement grants a right to use the LG Inform Plus API on worldwide (except as limited below), non-exclusive, non-sublicenseable basis on the terms and conditions set forth herein. These terms define legal use of the LG Inform Plus API, including all updates, revisions, substitutions, and any copies of the LG Inform Plus API made by or for the user. All rights not expressly granted are reserved by LG Inform Plus.

##### 1. The User shall:

- a. Comply with the LG Inform Plus Terms of Use at <http://about.esd.org.uk/terms>.

- b. Comply with any requirements or restrictions imposed on usage of data by their respective owners. Although the LG Inform Plus API can be used to provide access to open data, neither the provision of the LG Inform Plus API to users nor use of the LG Inform Plus API override data owners' requirements and restrictions, which may include Open Government licences or other terms and conditions that may be agreed upon between the user and the owners. In ALL cases, the user is solely responsible for making use of data in compliance with owners' requirements or restrictions.
- c. Attribute LG Inform Plus as the source of data with the statement "Powered by LG Inform Plus: [www.local.gov.uk/lginformapi](http://www.local.gov.uk/lginformapi) (opens in a new tab)"

## 2. The User shall not:

- a. Use the LG Inform Plus API for any application that replicates or attempts to replace the essential user experience of the LG Inform Plus tools and applications.
- b. Attempt to cloak or conceal their identity or their application's identity when requesting authorisation to use LG Inform Plus API.
- c. Cache or store any data other than for reasonable periods in order to provide the service the user is providing to its end users unless otherwise authorised in writing for a fee at the sole discretion of the IDeA<sup>[1]</sup>.
- d. Use the LG Inform Plus API for any application that constitutes, promotes or is used in connection with spyware, adware, or any other malicious programs or code.
- e. Use the LG Inform Plus API in any manner or for any purpose that violates any law or regulation, or any rights of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality.
- f. Use the LG Inform Plus API in a manner that adversely impacts the stability of LG Inform Plus servers or adversely impacts the behaviour of other applications using the LG Inform Plus API. Further, the IDeA reserves the right to rate limit or block applications that make a large number of calls to the API that are not primarily in response to direct user actions.
- g. Sell, lease, or sublicense the LG Inform Plus API or access thereto. For the avoidance of doubt, the IDeA encourages commercial and intellectual exploitation that arise from value added services and products using the outputs from the LG Inform Plus API.

### **SCHEDULE D**

#### **LOCAL GOVERNMENT OPEN DATA SCHEMAS, GUIDANCE TOOLS AND DATA SERVICES**

##### **Open Data Tools and Services Pages Terms of Use**

This schedule sets out specific terms of use for the LG Inform Plus open data pages, schemas, tools and data services (the "LG Inform Plus Open Data Pages"). These tools and services may be found at: <http://opendata.lginformplus.local.gov.uk/>. By using the LG Inform Plus Open Data Pages, users agree to the terms below. . The IDeA or LGA reserves the right to update and change these terms from time to time without notice. The most recent version of these terms are here <http://about.esd.org.uk/terms>. You should refer to the terms specific to the LG Inform Plus Open Data Schemas, Guidance, Tools and Data Services in this schedule D and to the general terms.

A user's right to the services provided in the LG Inform Plus Open Data Pages under these terms continues until it is terminated by either party. Users may terminate the right by discontinuing use of all or any of the LG Inform Plus Open Data Pages.

A user's right to use the LG Inform Plus Open Data Pages will continue so long as:

- The user complies with LG Inform Plus Terms of Use at <http://about.esd.org.uk/terms>
- The LG Inform Plus Open Data Pages remain in service for use from the IDeA and its third party clients. Users will be given a minimum of three months' notice of any withdrawal of the LG Inform Plus Open Data Pages.

##### **1. Uses and Restrictions.**

The tools and services included in the LG Inform Plus Open Data Pages are owned by the IDeA or its licensors (as appropriate), which include Local Authorities and the Service Provider. This agreement grants a right to use the tools and services within the LG Inform Plus Open Data Pages on a worldwide (except as limited below), non-exclusive, non-sublicensable basis on the terms and conditions set forth herein. These terms define legal use of the tools and services within the LG Inform Plus Open Data Pages, including all updates, revisions, substitutions, and any copies of the LG Inform Plus Open Data Pages made by or for the user. All rights not expressly granted are reserved by LG Inform Plus.

The tools and services included in the LG inform Plus Open Data Pages are licensed for use without charge and information is made available to LG Inform Plus Users under the open government licence at <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/> Anyone can use the tools and services (including the published schemas and data standards) with very few restrictions set out below.

1. The User shall:
  - a. Comply with the LG Inform Plus Terms of Use at <http://about.esd.org.uk/terms>.
  - b. Agree to the terms of the Open Government Licence for public sector information at <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>
  - c. Reference the LGA as the source adding the following attribution statement and a link to the licence. "Contains public sector information from the Local Government Association licensed under the Open Government Licence v3.0".
  - d. Note that the terms of the open government licence are compatible with any Creative Commons Attribution 3.0 licence. This means you can mix local government data with any Creative Commons licensed material to create a derivative work that can be distributed under any Creative Commons Attribution 3.0 Licence.
  - e. Be encouraged to follow the data.gov.uk code of practice for any applications developed with the content arising from the LG Inform Plus Open Data Pages
  - f. Comply with any requirements or restrictions imposed by their respective owners on usage of source data supported by the tools and services in the LG Inform Plus Open Data Pages.
2. The User shall not:
  - a. Use the LG Inform Plus Open Data Pages for any application that constitutes, promotes or is used in connection with spyware, adware, or any other malicious programs or code.
  - b. Use the LG Inform Plus Open Data Pages in any manner or for any purpose that violates any law or regulation, or any rights of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality.

- c. Use the LG Inform Plus Open Data Pages in a manner that adversely impacts the stability of LG Inform Plus servers or adversely impacts the behaviour of other applications using the LG Inform Plus service.
- d. Sell, lease, or sublicense the content, tools and services within the LG Inform Plus Open Data Pages or access thereto. For the avoidance of doubt, the IDeA encourages commercial and intellectual exploitation that arise from value added services and products using the outputs from the LG Inform Plus Open Data Pages.

## **SCHEDULE E**

### **THE LG INFORM MOBILE APP**

BY CLICKING ON THE "ACCEPT" BUTTON YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE "REJECT" BUTTON.

### **Who we are and what this agreement does**

We, the Improvement and Development Agency (IDeA), 18 Smith Square London SW1P 3HZ license you to use:

- The LG Inform mobile application software, the data supplied with the software (App) and any updates or supplements to it.
- The related online OR electronic documentation (Documentation).
- The service you connect to via the App and the content we provide to you through it (Service).

as permitted in these terms.

### **Your privacy**

Under data protection legislation, we are required to provide you with certain information including who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in <https://www.local.gov.uk/privacy-notice> and it is important that you read that information.

### **Other terms that may apply to you**

The following documents also form part of these terms:

- Our [Cookie Policy](#) which sets out information about the cookies used by the App.
- [LG Inform Plus User Policy](#)

### **Google Play Store's and the App Store's terms also apply**

The ways in which you can use the App and Documentation may also be controlled by the Google Play Store's and the App Store's rules and policies and their rules and policies will apply instead of these terms where there are differences between the two.

### **Operating system requirements**

This App requires

- Android Phone
- Android Tablet (not optimised)
- iPhone
- iPad
- Minimum versions:
- Android: 7+
- iOS: 15.1+ (so down to iPhone 6S/iPhone SE (1st generation))
- Additional: Requires network connectivity to load from the API

### **Support for the App and how to tell us about problems**

Contacting Us

You can contact us by following the instructions on [our help site](#).

Or by writing to us at:

The IDeA / Local Government Association  
Research & Information Team  
18 Smith Square  
London SW1P 3HZ

You can contact our Service Provider at:

Placecube Ltd  
1 London Street,  
Reading, RG1 4PN, UK

How you may use the App, including how many devices you may use it on

In return for your agreeing to comply with these terms you may:

- download or stream a copy of the App onto any number of mobile telephone or other handheld devices and view, use and display the App and the Service on such devices for your non-commercial purposes only.
- use any Documentation to support your permitted use of the App and the Service.
- provided you comply with the Licence Restrictions, make up to two copies of the App and the Documentation for back-up purposes; and
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

### **You must be 18 to accept these terms and buy the App**

You must be 18 or over to accept these terms and buy the App.

You may not transfer the App to someone else

We are giving you personally the right to use the App and the Service as set out above "HOW YOU MAY USE THE APP". If you sell any device on which the App is installed, you must remove the App from it.

### **Changes to these terms**

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce or where we determine such change is necessary.

We will give you at least 30 days' notice of any change by notifying you of a change when you next start the App or by some other means.

If you do not accept the notified changes, you will not be permitted to continue to use the App and the Service and you may apply to the Appstore for a refund, which will reflect the period the App and the Service have been available to you prior to cancellation.

### **Update to the App and changes to the Service**

From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

### **If someone else owns the phone or device you are using**

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

We are not responsible for other websites you link to

The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

### **Licence restrictions**

You agree that you will:

- except in the course of permitted sharing, not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;

- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (Permitted Objective), and provided that the information obtained by you during such activities:
  - is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
  - is not used to create any software that is substantially similar in its expression to the App;
  - is kept secure; and
  - is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

### **Acceptable use restrictions**

You must:

- not use the App or any Service 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 App, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

### **Intellectual property rights**

All intellectual property rights in the App, the Documentation and the Services throughout the world belong to us (or our licensors) and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documentation or the Services other than the right to use them in accordance with these terms.

### **Our responsibility for loss or damage suffered by you**

**We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

**We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

**When we are liable for damage to your property.** If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

**Please back-up content and data used with the App.** We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

**Check that the App and the Services are suitable for you.** The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the appstore site and in the Documentation) meet your requirements.

**We are not responsible for events outside our control.** If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take

steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

### **We may end your rights to use the App and the Services if you break these terms**

We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App and Services:

- You must stop all activities authorised by these terms, including your use of the App and any Services.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- We may remotely access your devices and remove the App from them and cease providing you with access to the Services.

### **We may transfer this agreement to someone else**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

### **You need our consent to transfer your rights to someone else**

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

### **No rights for third parties**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

If a court finds part of this contract illegal, the rest will continue in force

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.

### **Even if we delay in enforcing this contract, we can still enforce it later**

Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

### **Which laws apply to this agreement and where you may bring legal proceedings**

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

### **Alternative dispute resolution**

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. Contact us for further details.