

Use of the STB EV Charging Infrastructure framework tool, indicates your acceptance of the Disclaimer and Appropriate Use Statement below:

DISCLAIMER

Transport for the North (TfN), Midlands Connect (MC) and Transport for the South East (TfSE) makes the STB EV Charging Infrastructure framework tool available to analyse and evidence the case for transformational investment in the STB regions. They are confidential to TfN, MC and TfSE and except and to the extent the named STBs license them to you, we and our licensors reserve all our rights in and to them. For our terms of use, please see the Open Government Licence <https://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>.

By using them, you acknowledge and agree that you must use them appropriately and with all reasonable care. You have the entire risk and responsibility for selecting them, using them, the results of their use and all conclusions from those results. We do not charge for them and make them available 'as is'. We make no commitment, express or implied, or representation as to quality, performance, suitability or otherwise. We exclude all liability for data and analytical tools however arising, whether in contract, negligence or other tort or otherwise (except for liability which by law we cannot exclude). For our Appropriate Use Statement, please see below.

APPROPRIATE USE STATEMENT

1.1 Purpose and scope.

- (a) TfN, MC and TfSE makes the STB Electric Vehicle Charging Infrastructure (“**EVCI**”) Framework tools available without charge for analysing and evidencing the case for transformational investment in the North’s strategic transport network;
- (b) this is our Appropriate Use Statement for the EVCI tools. It sets out certain obligations when you use them and certain terms on which we make them available;
- (c) we may change this statement at any time and will post any changes to <https://transportforthenorth.com/about-transport-for-the-north/transparency/> and
- (d) where you have a separate agreement with TfN, MC and TfSE which covers Data or Tools, that agreement will prevail over this statement to the extent they are inconsistent. Where that separate agreement is the Open Government Licence (OGL), you acknowledge and agree that the OGL’s ‘No warranty’ terms are not inconsistent with the terms of this statement.

1.2 Glossary. In this statement:

- (a) “**Data**” means any information or data in whatever form that TfN, MC and TfSE makes available and includes any information or data derived by or for you in any way from it;
- (b) “**good industry practice**” means exercising the degree of professionalism, skill, care, diligence, prudence, foresight and timeliness that would reasonably be expected of a person who is competent, skilled and experienced in data and analytical modelling for purposes set out at clause 1.1(a) or similar to them;
- (c) “**including**” and cognates means including without limitation;
- (d) “**TfN**” means Transport for the North, a statutory corporate body, and includes (i) Northern Powerhouse Rail and any other programme operated by TfN and (ii) any of its or their directors, officers, employees or agents;
- (e) “**we**” means Transport for the North. Midlands Connect or Transport for the South East.
- (f) “**Tools**” means any analytical or modelling tool or software that TfN, MC and TfSE makes available;
- (g) “**User**” or “**you**” means the person using the EVCI tools. Where the User is an organisation, this includes your directors, officers, employees and agents. Where the User is an individual, it includes the organisation you are working with when you use the EVCI tools;
- (h) the headings in this statement are for convenience only.

1.3 Your duty to use the EVCI tools **appropriately, etc.** In consideration of TfN, MC & TfSE making the EVCI tools available to you, you acknowledge and agree:

- (a) at all times and in all respects to use them (i) in accordance with good industry practice, (ii) appropriately, (iii) consistently with the basis on which they are made available by TfN, MC and TfSE as set out at clause 1.1(a) above, (iv) consistently with their context and proportionality; and (v) proportionately;
- (b) not to use them in any way or for any purpose that would, on a reasonable and objective basis and in accordance with good industry practice, be considered inappropriate;
- (c) at all times and in all respects to (i) select them, (ii) use them, (iii) use and present the results of their use and (iv) draw conclusions from their use or results, in each case (1) consistently with the way in which they, their results and their conclusions are used, presented and drawn by other organisations when using them appropriately and (2) taking into account the implications of their use in this way;
- (d) and acknowledge that the Data and Tools are confidential information of TfN, MC and TfSE and, as between you and TfN, MC and TfSE, all rights of whatever nature in and to the Data and the Tools vest in and are owned by TfN, MC and TfSE or its licensors; and
- (e) to indemnify and hold harmless TfN, MC and TfSE against any claim made against TfN, MC and TfSE and/or if TfN, MC and TfSE suffers any damage or loss that arises as a result of your use of the Data or the Tools.

1.4 **The EVCI tools are Provided 'as is', etc.** You agree and acknowledge that:

- (a) TfN, MC and TfSE makes the EVCI tools **available** on an 'as is' and 'as available' basis.
- (b) We make no representation or commitment that they will (i) be accurate, complete or comprehensive, (ii) operate without errors, omissions or interruption or free of viruses, (iii) be available at any time or times or (iv) be suitable for or meet any requirement of the User;
- (c) all terms implied by statute, common law, collaterally, course of dealing or otherwise (including as to performance, quality, suitability for any particular purpose, freedom from encumbrances, quiet possession or otherwise whatsoever) are hereby expressly negated and excluded;
- (d) access to and use of the EVCI tools (i) are for convenience and information purposes only, (ii) does not constitute advice of any kind, (iii) are your sole risk and responsibility and (iv) are without reliance on any assurance, statement or representation (whether made innocently or negligently) by TfN, MC and TfSE or anyone else; and
- (e) (i) selection and use of the EVCI tools, (ii) any results obtained from using them and (iii) any conclusions drawn from their use or results are each your sole risk and responsibility.