



Registered Charity No:
1090109

West Yorkshire Bat Group Ecological Data Services

TERMS AND CONDITIONS

REQUESTING A SEARCH

- 1.1 All requests for a search should include a grid reference, the radius required and the name of the local authority on which the search is centred.
- 1.2 A full postal address and contact number of the company is required.

DATA SUPPLY AND USAGE

- 2.1 We will endeavour to return the results of all search requests within 14 days.
- 2.2 If, for reasons beyond our control, we cannot return data within this timescale, we will, where possible, contact you offering an explanation and giving a date when the data will become available.
- 2.3 The data may not be copied to third parties, published in print or online without written permission from West Yorkshire Bat Group (WYBG) except in relation to the original purpose for which the data were requested.
- 2.4 The raw data report provided by WYBG should be treated as confidential. The raw data report should be presented as a confidential appendix to the main report and should the ecological assessment report be prepared for publication online or distributed beyond the client* or any other interested party (e.g. Local Authority officers, property/site owner) the data search appendix should be removed.
- 2.5 Full acknowledgement of WYBG should be given in reports containing any data provided by WYBG.
- 2.6 Data searches are provided to clients for specific projects and should only be used for the project for which the data was originally requested. The data must not be entered onto a database or Geographical Information System without written permission from WYBG. The data are supplied for the purpose of informing a short-term study or research project and shall not be stored by the recipient for future use.
- 2.7 Permission to use data expires 12 months after issue. Applications to extend beyond this period should be made at least one month before the expiry date.
- 2.8 The data are used by the client on the understanding that reasonable steps have been taken to ensure the accuracy of the environmental information provided, but this does not make WYBG

responsible to the recipient of the data, their clients or others for any losses caused by any errors or omissions in the environmental information. The WYBG records database has largely been compiled as a result of responding to enquiries from the public about bats and so does not represent a comprehensive assessment of the local bat fauna. Absence of records in any particular area does not necessarily mean absence of bats or bat roosts. Grid references and exact roost/bat record locations should not be included in the main body of the ecological report (see 2.4).

- 2.9 Provision of the data does not give the data user any form of data custodianship; the data at all times remaining the intellectual copyright of the original data collector.

INVOICING AND PAYMENT

- 3.1 The invoice will normally be sent electronically to the person requesting the data search.
- 3.2 Payment will be due within 10 days of the date on the invoice.
- 3.3 All payments, BACS or cheque, must be accompanied by the WYBG invoice number.
- 3.4 It is the responsibility of the person making the request to ensure that payment is made promptly, or to inform us of the contact details of the accounts department if applicable.
- 3.5 Unauthorised extended credit may incur a credit charge of 10% applied at the discretion of WYBG.
- 3.6 Unsettled invoices may be passed to a debt recovery agent and additional charges may be applied. Seven days' notice will be given prior to this action being taken.
- 3.7 Persistent late payers will be required to pay in advance

WITHHOLDING OF DATA

- 4.1 WYBG retains the right not to supply data to clients at its discretion. The release of data will usually be agreed unless the client:
- Does not agree to the Terms and Conditions outlined herein;
 - Has not adhered to the conditions on a previous occasion
 - Has outstanding invoices which remain unpaid

AGREEMENT

- 5.1 By making a request for a data search you are deemed to have agreed to our terms and conditions, and our current charges.

CHANGES

- 6.1 Terms and conditions may be altered without notice. For latest terms and conditions and charges please visit **our website** <http://www.westyorkshirebats.org.uk> and look in the 'planning' section

* 'Client' refers to the organisation/person(s) who requested the data, and to whom the data was sent, usually the ecological consultant working on behalf of another.