

User Data Request Terms and Conditions

For

The Defra Survey of Crop Pests and Diseases Platform

Last updated [February 2023]

1. Agreement to terms

These terms and conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and the project partners of the Defra Project entitled “Defra Survey of Crop Pests and Diseases (ECM61206)”, directly contributing to the “The Defra Survey of Crop Pests and Diseases Platform” design, implementation, and/or ongoing management (“we,” “us” or “our”), concerning your access to and use of this Platform as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Platform”).

You agree that by accessing the Platform, you have read, understood, and agree to be bound by these terms and conditions. If you do not agree with all of these terms and conditions, then you are expressly prohibited from using the Platform and you must discontinue using it immediately.

Supplemental terms and conditions or documents that may be posted on the Platform from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these terms and conditions at any time and for any reason.

We will alert you about any changes by updating the “Last updated” date of these terms and conditions, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these terms and conditions to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised terms and conditions by your continued use of the Platform after the date such revised terms and conditions are posted.

The information provided on the Platform is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Platform from other locations

do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Platform is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to register for the Platform.

2. User representations

By using the Platform, you represent and warrant that:

1. all registration information you submit will be true, accurate, current, and complete;
2. you will maintain the accuracy of such information and promptly update such registration information as necessary;
3. you have the legal capacity and you agree to comply with these terms and conditions;
4. you are not under the age of 18;
5. you will not access the Platform through automated or non-human means, whether through a bot, script, or otherwise;
6. you will not use the Platform for any illegal or unauthorised purpose;
7. your use of the Platform will not violate any applicable law or regulation.

3. User Data Request

It is possible to obtain higher resolution datasets than that which is on the Platform. These include anonymised individual site data, data for individual plants rather than a site mean and geo-spatial data and in order to get them, you will be required to complete the 'Data Request Form' (as per Appendix 1) which is located on the Platform and submit it via the Platform E-mail pestanddiseasesurvey@adas.co.uk for consideration. These requests will be dealt with on a case-by-case basis. If these datasets can be provided, you will be required to sign a Confidentiality Agreement and also need to complete a 'Data Disposal Form' (as per Appendix 2) within 30 days of the Completion Date.

If any of these higher resolution datasets are used for publications or presentation, please ensure that the article is cleared by both ADAS & Defra before release and that the following acknowledgement is included:

Funding of the survey by the Department for Environment, Food and Rural Affairs (Defra) of the United Kingdom is gratefully acknowledged. The authors thank the many farmers and advisors who participated in the survey and thanks are also due to ADAS and Fera Science Ltd (formerly Central Science Laboratory) for co-ordinating the surveys and making the data available.

4. Prohibited activities

As a user of the Platform, you agree not to:

1. circumvent, disable, or otherwise interfere with security-related features of the Platform, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Platform and/or the Content contained therein.
2. make improper use of our support services or submit false reports of abuse or misconduct.
3. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
4. interfere with, disrupt, or create an undue burden on the Platform or the networks or services connected to the Platform.
5. attempt to bypass any measures of the Platform designed to prevent or restrict access to the Platform, or any portion of the Platform.
6. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Platform to you.
7. delete the copyright or other proprietary rights notice from any Content.
8. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, that interferes with any party's uninterrupted use and enjoyment of the Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Platform.
9. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
10. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Platform, or using or launching any unauthorised script or other software.
11. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Platform.
12. use the Platform in a manner inconsistent with any applicable laws or regulations.
13. the data can only be used for the purpose it was sought/approved for.
14. cannot be shared outside those who have requested access.
15. any analysis/outputs published should not reveal individual farm level data (i.e. same disclosure rules applied to the platform such as the 10km grid).
16. if users intend on publishing/wider circulating their work, it should be reviewed by ADAS & Defra before release.

5. Platform management

We reserve the right, but not the obligation, to:

1. monitor the Platform for violations of these terms and conditions;
2. take appropriate legal action against anyone who, in our sole discretion, violates the law or these terms and conditions, including without limitation, reporting such user to law enforcement authorities;
3. otherwise manage the Platform in a manner designed to protect our rights and property and to facilitate the proper functioning of the Platform.

6. Cookies

Like most websites, the Platform uses 'cookies' to help us make our Platform and your user experience better. Cookies mean that the Platform will remember you. They are small text files that sites transfer to your computer/tablet/smartphone and make interacting with a website faster and easier.

We use plausible.io to collect information about trends in traffic to the platform. Their data policy can be found here: <https://plausible.io/data-policy#first-thing-first-what-we-collect-and-what-we-use-it-for>.

7. Intellectual Property Rights – Notice and Policy

We respect the intellectual property rights of others. If you believe that any material available on or through the Platform infringes upon any copyright you own or control, please immediately alert us via the Platform E-mail pestanddiseasesurvey@adas.co.uk summarising the details of the material in question.

8. Terms and termination

These terms and conditions shall remain in full force and effect while you use the Platform and any datasets provided.

9. Modifications and interruptions

We reserve the right to change, modify, or remove the contents of the Platform at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Platform. We also reserve the right to modify or discontinue all or part of the Platform without notice at any time. Users will be notified of pre-scheduled Platform maintenance as appropriate. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the Platform. We cannot guarantee the Platform will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Platform, resulting in interruptions, delays, or errors.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Platform at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Platform during any downtime or discontinuance of the Platform.

Nothing in these terms and conditions will be construed to obligate us to maintain and support the Platform or to supply any corrections, updates, or releases in connection therewith.

10. Governing law

These terms and conditions and your use of the Platform are governed by and construed in accordance with English Law applicable to agreements made and to be entirely performed within the United Kingdom, without regard to its conflict of law principles.

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the site, even if we have been advised of the possibility of such damages.

This Agreement (and any dispute or claim arising out of or in connection with it or its subject matter or formation, including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and each party agrees to submit to the non-exclusive jurisdiction of the English courts.

10.1. Dispute resolution

Any legal action of whatever nature brought by either you or us (collectively, the “Parties” and individually, a “Party”) shall be commenced or prosecuted under English law and agrees to submit to the non-exclusive jurisdiction of the English courts. In no event shall any claim, action, or proceeding brought by either Party related in any way to the Platform be commenced more than one year after the cause of action arose.

10.2. Liability

We are not liable for damages nor for any cost incurred by users associated with use of the Platform. This platform has been developed for Defra Project entitled “Survey of Crop Pests and Diseases (ECM61206)” and the partners involved have no economic responsibility whatsoever for losses, damages or inconveniences arising out of the use of or inability to use this service. The Platform is provided on an as-is and as-available basis. You agree that your use of the Platform and associated services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the Platform and your use thereof,

including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

We make no warranties or representations about the accuracy or completeness of the Platform's content and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Platform, (3) any unauthorised access to or use of our secure servers and/or any and all personal information stored therein, (4) any interruption or cessation of transmission to or from the Platform, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Platform by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Platform. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

11. Corrections

There may be information on the Platform that contains typographical errors, inaccuracies, or omissions that may relate to the Platform, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Platform at any time, without prior notice.

12. Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including legal fees and expenses, made by any third party due to or arising out of: (1) use of the Platform; (2) breach of these terms and conditions; or (3) any breach of your representations and warranties set forth in these terms and conditions.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

13. Electronic communications, transactions and signatures

Visiting the Platform, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically,

via email and on the Platform, satisfy any legal requirement that such communication be in writing.

14. Miscellaneous

These terms and conditions and any policies or operating rules posted by us on the Platform constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these terms and conditions shall not operate as a waiver of such right or provision.

These terms and conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these terms and conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these terms and conditions and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these terms and conditions or use of the Platform. You agree that these terms and conditions will not be construed against us by virtue of having drafted them.

You hereby waive any and all defences you may have based on the electronic form of these terms and conditions and the lack of signing by the parties hereto to execute these terms and conditions.

15. Contact us

To contact us to raise an issue or resolve a complaint regarding the Platform, please do so via Email: pestanddiseasesurvey@adas.co.uk

Appendix 1: Data Request Form

Please complete the table below and send it to pestanddiseasesurvey@adas.co.uk. You will be required to sign a Confidentiality Agreement for the release and use of the data from this platform. If you do not agree to these terms, then the data will not be released for your use.

Your Name	
Full Name and address	<i>Please include detail of your company, university or institution</i>
E-mail address	
Data Requested	<i>Please describe the data you need in as much detail as possible, including where possible geographical, meteorological, pathological and chronological criteria.</i>
How will you use the data?	
How long will you need the data?	

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Appendix 2: Data Disposal Form

The Defra Survey of Crop Pests and Diseases Platform

Disposal of Data Form:

It is a condition of the Terms and Conditions of The Defra Survey of Crop Pests and Diseases Platform that you shall return this form duly completed within 30 days of the Completion Date. It should be returned as a Word or pdf format by E-mail.

In the event that the destruction and this form is not completed on time, please inform us as soon as reasonably possible via pestanddiseasesurvey@adas.co.uk specifying the reason for the delay and request an extension if required.

Failure to return this form satisfactorily completed with confirmation of compliance will lead to forfeiture of the right to future use of the Platform.

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I confirm that all Data provided to me under the Terms and Conditions of The Defra Survey of Crop Pests and Diseases Platform and all copies thereof have been destroyed in accordance with these terms.

Signed:
Name (Block Capitals):
Date:
Organisation:

Please return the completed form within 30 days of data destruction to: pestanddiseasesurvey@adas.co.uk