

Outer Hebrides Biological Recording Data Use Policy

The following terms and conditions apply to anyone using data supplied directly by OHBR or via the National Biodiversity Network Gateway, whose terms and conditions also apply.

1. Whilst every effort is made to ensure the accuracy of all data provided, OHBR can accept no responsibility for any costs, damages or liabilities whatsoever arising from the use of data provided by OHBR or any inaccuracies within it. Particular attention should be paid to the description of the datasets and the limitations of the methodologies employed.
2. Data supplied should not be considered comprehensive, and the absence of records does not imply any species, habitat or designation is absent. Nor does recorded presence imply current, continuing or breeding presence. Boundaries of sites should be considered as indicative and not definitive.
3. No transfer in ownership of data is to be inferred from the act of data provision by OHBR to the user.
4. All data held by OHBR remains the intellectual property and in the ownership and copyright of the originator(s).
5. All data provided by OHBR originating from a written request is restricted to the purpose(s) specified when data is requested. Data cannot be re-used in the future without written consent from OHBR.
6. The contribution of OHBR in any derived information product or publication, whether printed, electronic or broadcast, that is based wholly or in part on the material, data and/or information made available must be acknowledged. Where specific use of or reference to a particular wildlife record is made the original recorder must be acknowledged [where their name is made available].
7. The use of the material, data and/or information for commercial purposes or financial gain requires written permission from OHBR.
8. Material, data and/or information made available from OHBR must not be republished, or exploited for commercial or academic research purposes without first obtaining written permission from OHBR.
9. Any information product or publication which contains any part of the material, data and/or information made must contain a statement that OHBR or the original recorder [where identified], bear no responsibility for any further analysis or interpretation of that material, data and/or information.
10. Information held by the OHBR is made freely available for non-profit making purposes which meet the objectives of the OHBR. A charge will be made to cover staff time to meet requests for the extraction, analysis or collation of records from the main database by commercial organisations and consultants.