

## Copyright and Liability Statements and Online Library Access Agreement

### Introduction

At all times, Worcestershire County Council seeks to protect the intellectual property rights and copyright of the originators of data where that can reasonably be achieved. It is the responsibility of users to acknowledge and comply with the copyright conditions that may be imposed.

Questions about copyright should be addressed to the Historic Environment Record Manager  
Worcestershire Archive and Archaeology Service  
The Hive, Sawmill Walk,  
Worcester, WR1 3PD

Tel: 01905 822866

e-mail: [archaeology@worcestershire.gov.uk](mailto:archaeology@worcestershire.gov.uk)

### Copyright Statement

All material on this web server is protected by copyright. Specific copyright holders are identified in the appropriate pages and sections. All rights reserved.

A non-exclusive, non-transferable licence is hereby granted to those using or reproducing, in whole or in part, the material for valid not-for-profit teaching and research purposes, providing the copyright owners are acknowledged. WAAS should be cited as the source of the material from this server. Anyone wishing to use the catalogue for any other purpose must contact WAAS/ copyright holder to seek permission.

### Liability Statement

The WAAS archaeological library is a catalogue of reports, and as such, the maintainers of the catalogue explicitly disclaim to the extent permitted by law any responsibility for the accuracy, content, or availability of Information located through use of the catalogue, or for any damage incurred owing to use of the information contained therein.

a partnership between

Information located through use of the catalogue may be subject to specific use constraints, details of which will be made accessible to potential users by the catalogue. It is the responsibility of potential and actual users to be aware of such constraints and to abide by them.

By making use of material on this web server, including the contents of the catalogue, you accept these copyright and disclaimer provisions.

## **Online Access Agreement Introduction**

WAAS levies no charge to use its library when used according to the terms detailed below (although a charge may be made for data that is extracted from the Historic Environment Record as part of a commercial search). However, by accepting the terms of the Access Agreement all users are entering into a legally binding agreement.

It is the aim of WAAS to provide integrated access to reports of fieldwork in Worcestershire at no cost to end users to help them to understand and protect the Historic Environment of Worcestershire. This aim can only be achieved if the organisations which supply data can be assured that their own rights are protected. Consequently, use of the office and online library is covered by a variety of legal instruments to protect us, our users, and those who supply data to us.

The Access Agreement asks that users be fair and reasonable in their use of the data supplied through the WAAS library. We ask that you acknowledge the source and copyright of the data you use, that you tell us of any errors you find in it, and that if you undertake any work based substantially upon it, that you tell us about it and send us a copy of any subsequent publication. The data must not be sold or supplied to a third party.

The data should only be used for teaching, learning, and research purposes, except by prior agreement. By teaching, we mean directed teaching undertaken with a designated tutor in a formal setting. By learning we mean self-directed study, whether or not attached to an educational institution, including the educational activities undertaken in museums, libraries and cognate institutions. By research we mean any work undertaken for the advancement of archaeological knowledge and/or the understanding of the historic environment. Such work may be commercially sponsored or it may be funded by academic bodies or learned societies, or it may be unsupported: but it is a condition of use that the results are placed in the public domain and are made freely available for others to use according to the normal principles of professional and academic practice.

## Terms

By using the WAAS online library you are bound by the following Terms & Conditions. Please read them carefully.

I have read and I understand the following statement:

All material supplied via WAAS is protected by copyright and other intellectual property rights, and duplication or sale of all or part of any of the Collections is not permitted, except that material may be duplicated by me for my research use or educational purposes in electronic or print form. I must obtain permission for any other use. Electronic or print copies may not be offered, whether for sale or otherwise to anyone who is not an authorised user.

### I further agree:

- To acknowledge, in any publication, whether printed, electronic or broadcast, based wholly or in part on the reports in the library, the original depositors.
- To declare, in any publication, whether printed, electronic or broadcast, based wholly or in part on the reports in the library, that those who carried out the original collection of the data bear no responsibility for the further analysis or interpretation of it.
- To supply the Worcestershire Historic Environment Record with one copy of any published work based wholly or substantially on the library or alternatively with references and supporting information if this is requested.
- To notify the WAAS of any errors discovered in the library.
- To accept that WAAS and the copyright holder bear no legal responsibility for the accuracy or comprehensiveness of the reports, and that WAAS and the copyright holder accept no liability for indirect, consequential, or incidental, damages or losses arising from use of the reports, or from the unavailability of, or break in access to, the service, for whatever reason.