

# Terms & Conditions version 2.0

These terms and conditions (the “Licence”) the [Developer Guidelines](#) and the [Usage Charging Document](#) apply to the National Rail Enquiries (NRE) information feeds that you have opted to receive (the “Information”). As the licensee you (“You”) are encouraged to use and re-use the Information that is available under this licence freely and flexibly, with only a few conditions.

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## Using Information under this Licence

NRE grants You a worldwide, royalty-free, non-exclusive Licence to use the Information subject to usage thresholds (“High Volume Usage”), where applicable, and to the conditions below.

This Licence does not affect Your freedom under fair dealing or fair use or any other copyright or database right exceptions and limitations.

Your right to access NRE Information feeds is personal to You and may not be assigned or novated by You to any other person or party.

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## Rights

You are free to:

- copy, publish, distribute and transmit the Information;
- adapt the format of the Information (as long as You do not amend its content);
- exploit the Information commercially for example, by combining it with other Information, or by including it in Your own product or application (“End User Product”).

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## Requirements

Where You do any of the above, You must:

- ensure that Your information, provided on registration, is true and accurate to the best of Your knowledge;
- act in accordance with the [Developer Guidelines](#); and
- acknowledge NRE as the source of Information in accordance with this agreement and the Developer Guidelines.

You must not:

- use the Information fraudulently or in such a way that encourages fraudulent activity through use of Your End User Products; or
- display train arrival or departure forecasts that are inconsistent with Darwin, in any customer facing End User Product that uses Darwin Information.

These are important conditions of this Licence and if You fail to comply with them the rights granted to You under this Licence, or any similar licence granted by NRE, will end automatically.

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## Exemptions

This licence does not cover the use of:

- personal data in the Information;
- the Information after this licence has ended;
- third party rights that NRE is not authorised to license; or
- Information subject to other intellectual property rights, including patents, trademarks, and design rights.

The following additional conditions shall apply to the Information and its use:

- the Information is provided to You in a certain format and will not be tailored, reformatted or modified in any way to meet Your specific requirements. NRE reserves the right to amend this format from time to time.
- NRE accepts no obligation to provide the Information continuously or at all and no commitment is given regarding its freedom from interruption.

- NRE provides no maintenance or support services, whether relating to the Information or any services and/or products developed by You which incorporate the Information.

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## Non-endorsement

This licence does not grant You any right to use the Information in a way that suggests any official status or that NRE endorses You or Your use of the Information.

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## High Volume Usage

Charges apply for high volume usage in some instances. Where Your usage of the Information exceeds NRE's High Volume Usage threshold NRE may apply charges in accordance with the [Usage Charging Document](#). High Volume Usage charges will not apply to use of Push Feeds.

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## Non warranty

The Information is licensed 'as is' and NRE excludes all representations, warranties, obligations and liabilities in relation to the Information to the maximum extent permitted by law.

NRE is not liable for any errors or omissions in the Information and shall not be liable for any loss, injury or damage of any kind caused by its use or any inability to use the Service.

In the unlikely event that we have to permanently withdraw the availability of the Information and terminate this licence we will only do so acting reasonably and we will give You no less than 90 days' notice.

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## Governing Law

This Licence is governed by the laws of England and Wales.

NRE will process all personal information collected from You in accordance with NRE's [Privacy Policy](#).

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## Definitions

In this licence, the terms below have the following meanings:

“**Information**” means information protected by copyright or by database right offered for use under the terms of this licence, including any data feeds which may be used to supply such information.

“**You**” means the natural or legal person, or body of persons corporate or incorporate, acquiring rights under this licence.

“**High Volume Usage**” means the amount of usage of a service that is deemed as high volume as defined in the NRE Usage Charging Document

“**Developer Guidelines**” means the NRE guidelines for use of Information made available under this Licence.

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## Variation

This is version 2.0 of the Licence. NRE may revise this Licence without notice, at any time. If You are already using Information under a previous version of the Licence, the terms of that licence will continue to apply to Your use of the Information. In the event of variation to the licence You may opt to use the Information under the latest version of the licence at any time by informing NRE of your intention to do so.