Scottish Government Communications Resource Centre Assets – Terms of Use

Introduction

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This Scottish Government Communications Resource Centre ("**Site**") is provided by the Scottish Ministers acting through the Scottish Government Directorate General Corporate Communications Team, St Andrew's House, Regent Road, Edinburgh, EH1 3DG ("**Scottish Government Communications/ We/Us/Our**").

The Scottish Government Communications Resource Centre Site contains Assets either owned by The Crown in Scotland or owned by third parties and licensed to the Scottish Ministers with the right to licence or sublicence under the terms of the Open Government Licence V3.0, a number of organisations working in partnership with Us to promote the Purpose (namely individuals and organisations who have agreed to receive alerts about the Assets or access and download the Assets) **("Communications Partners**")

These terms of use and the terms of the Open Government Licence v3.0 (a copy of which in available here: https://www.nationalarchives.gov.uk/information-management/re-using-public-sector-information/uk-government-licensing-framework/open-government-licence/ (the "**Terms**") form a contract between You and Us for your use of the Site and any Assets made available on the Site. In these Terms “Intellectual Property Rights” means: patents, trademarks, copyright (including without limitation future copyright), database rights, design rights, any associated or equivalent rights and any applications for any of said rights.

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These Terms are **not** intended to apply to consumers, i.e. individuals acting for purposes that are wholly or mainly outside the Purpose. If You are a consumer, You must not use the Site or download any of the Assets except for fair use under relevant copyright legislation.

By using the Site, You confirm that You accept these Terms and agree to comply with them. If You do not agree to these Terms You must not use the Site.

We may revise these Terms at any time. Any changes to the terms of use forming part of these Terms will be displayed on the Site and any changes to the Open Government Licence v3.0 terms will be available through the National Archives.

You are responsible for ensuring that all persons who access the Site through your internet connection are aware of these Terms, and that they comply with them.

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We do not collect personal information about You as a result of your accessing or using the Site.

If You receive alerts about Assets from Scottish Government Communications because You have opted in by providing your email address, We are able to track whether an email has been opened and if it has been forwarded (but not to whom).

We record the number of page views on the Site, and record the downloads of each Asset. We do not record information on what Assets were downloaded by which individuals or organisations.

No other personal information is recorded.

Licence Terms

These Terms grant You a free, non-exclusive, time limited, worldwide, revokable licence under the terms of the Open Government Licence v3.0 ("**Licence**") to download and use Assets for the **Purpose**. We are either the owner or licensee of the Assets and are entitled to grant You this Licence.

Under the Licence, You may:

- copy, publish, distribute and transmit the Asset;

provided You are doing so only as strictly necessary for the Purpose.

You must not:

- use the Asset for any purpose other than the Purpose; or
- use the Asset in any way that would render the Asset obscene, defamatory or in any way that would bring Our reputation, the reputation of Scottish Government Communications or the reputation of any other party into disrepute or in a way that would infringe a third party's intellectual property rights or applicable law.

We may require You to stop using an Asset if We believe that your use of the Asset infringes the intellectual property rights of any third party or breaches any applicable law.

Please note that the Assets are provided on an "as is" basis, and We exclude all representations, warranties, obligations and liabilities in relation to the Assets to the maximum extent permitted by law. We are not liable for any errors or omissions in the Assets.

If You fail to comply with the conditions of this Licence or the period for which the relevant asset is authorised for use has expired, the rights granted to You under this Licence will end automatically and You must cease using the Assets.

Assets may be withdrawn from the Site at any time. Once an Asset is removed from the Site this Licence in regards to that Asset shall automatically terminate.

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The Assets and other material displayed on the Site and any relevant Intellectual Property Rights are owned by or licensed to Us.

If You believe that any material on the Site may be subject to third party ownership and has not been authorised for use in accordance with these Terms or You believe any material infringes your Intellectual Property Rights or other rights please contact Us via the address provided in the Contact Us section below with full details of the material You believe has made the infringement and where you found it (including the full web address) and evidence as to the rights holder.

We will deal with any requests to remove Assets in accordance with Our Take Down Policy.

If anyone makes a claim against You in connection with your use of an Asset You must tell us as soon as possible by email via the address provided in the Contact Us section below. You must not take any action or make any admissions in response to a claim. We will decide what action to take and have discretion over the exclusive control over or conduct of all claims and proceedings.

Liability and indemnity

To the fullest extent permitted by law Scottish Government Communications are not liable for any costs, expenses, loss or damage (whether direct, indirect or consequential) arising from your exercise of the Licence rights granted to You under these Terms. Subject to the below, Our maximum total liability to You in respect of all losses arising under or in connection with these Terms or otherwise shall be limited to £250.

You shall indemnify Us and the Provider against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with:

- your exercise of your rights granted under these Terms;
- your breach or negligent performance or non-performance of these Terms; and
- the enforcement of these Terms.

Nothing in these Terms shall have the effect of excluding or limiting any liability for; death, personal injury caused by negligence and/or fraud.

Availability

We do not guarantee that the Site, or any Assets, User content (“User Content”) or other content on the Site, will always be available or be error free or uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Site, the Assets, User Content and/or other content on the Site for business and operational reasons.

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The Site may contain links to third party websites. Where the Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by Us of those linked sites or information You may obtain from them. We have no control over the contents of those sites or resources.

We will not be liable for any damages or loss arising in any way out of or in connection with or incidental to any information or service provided by any third party. You are responsible for complying with any terms and conditions imposed by third party websites and/or by third party owners of any relevant Assets and/or owners of Intellectual Property Rights in any relevant Assets.

Viruses

Although We endeavour to prevent the introduction of viruses, bugs or other malicious code to the Site, We do not guarantee or warrant that the Site, or any Assets or any other material available on or through the Site (including, without limitation, Assets and/or User Content), will be secure or free from viruses, bugs or other malicious code. We will not be liable for any damages or harm attributable to viruses, bugs or other malicious code. You are responsible for ensuring that the process that You employ for accessing the Site does not expose your computer system to the risk of interference or damage from viruses, bugs or other malicious code. You are responsible for configuring your information technology, computer programs and platform to access the Site. You should use your own virus protection software.

Which country's laws apply to a dispute

These Terms, their subject matter and their formation, and your use of the Site and the Assets (and any non-contractual disputes or claims) shall be governed by the laws of Scotland.

The courts of Scotland shall have exclusive jurisdiction to hear and determine any dispute arising in relation to these Terms, their subject matter and their formation, and your use of the Site and the Assets (and any non-contractual disputes or claims).

General

We shall be entitled to transfer rights and obligations under in these Terms to any third party.

Although We make reasonable efforts to update the information on the Site, We make no representations, warranties or guarantees, whether express or implied, that the Assets and/or any other content on the Site is accurate, complete or up to date.

The Licence is subject to any third party rights and either Scottish Government Communications or the licensor may enforce the terms of this licence against the User. Otherwise, the Terms are between You and Us and nobody else can enforce them.

If a court invalidates any part of these Terms, the rest of these Terms will still apply. If a court or other authority decides that some of these Terms are unlawful, the rest will continue to apply.

Even if We delay in enforcing these Terms, We can still enforce them later. We might not immediately chase You for not doing something, or for doing something you're not allowed to, but apart from prescription, that doesn't preclude us from taking action later.

Copyright and publication rights

No interest in the copyright in the Assets or in any other any content on the Site shall pass to You by virtue of this Agreement. Any publication right (as defined in the Copyright and Related Rights Regulations 1996) and equivalent rights in all other jurisdictions arising from Your use of any of the content of the Site shall vest in the Crown in respect of any crown copyright and in each of Our said partners in respect of any materials owned by them which is part of the Assets or any other content on the Site and You hereby assign (including assignation of future copyright) and agree to procure the assignment of all such copyright and all other Intellectual Property Rights arising to the Crown in respect of Crown copyright and to the relevant owner of any relevant Assets or any other content of the Site.

You will promptly notify Us of any actual or suspected infringement of the copyright or other Intellectual Property Rights in the content of the Site within the licensed territory ("Infringement") that comes to Your attention. You will co-operate fully with Us by taking all steps required by Us (in Our sole discretion) in connection with any Infringement including, without limitation, where the licence is exclusive, proceedings in Our name or in the joint names of the parties. You will use Your best endeavours to assist Us in any legal proceedings relating to any Infringement.

Please contact Us in the event that You are the owner of the copyright or related rights in any of the material on the Site, or in a publication or broadcast to which We have provided, and You believe that the material may be subject to a third party ownership or another legal claim, or You believe that use of this material infringes Your intellectual property or other rights or third party intellectual property rights. Please include the following information in Your email: Your contact details, full details of the material You believe has made the infringement and where You found it (including the web address); and evidence that You are the rights holder.

We will withdraw the material from the Site within 2 working days of receipt of Your written objection and Our initial verification of Your complaint, while the matter is investigated. Your acknowledgement will be acknowledged within 10 working days of receipt.

This copyright statement does not obligate Us to respond to all complaints or other correspondence received about alleged unauthorised use of third-party rights. However, We will respond to and take any action We consider necessary in respect of all genuine and evidenced written objection or statement that You believe that the relevant material may be subject to a third party ownership or another legal claim.

Contact us

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These Terms were last updated in August 2026.