

Terms and Conditions

Please read these terms and conditions carefully before using this site.

The following terms and conditions ('the/these Terms'), together with the documents referred to therein, tell you the terms upon which you may make use of the NIE Networks Open Data Portal (<https://nienetworks.opendatasoft.com>) ('our Portal') as a guest.

Please read these Terms carefully before you start to use our Portal, as these will apply to your use of same.

By using our Portal, you confirm that you accept these Terms and that you agree to comply with them.

If you do not agree to these Terms, you must not use our Portal.

Other applicable terms.

These Terms refer to the following policies, which also apply to your use of our Portal:

Our [Privacy Policy](https://www.nienetworks.co.uk/privacy) [<https://www.nienetworks.co.uk/privacy>], which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Portal, you consent to such processing and you warrant that all data provided by you is accurate.

Our [Cookie Policy](https://www.nienetworks.co.uk/cookie-policy) [<https://www.nienetworks.co.uk/cookie-policy>] which sets out information about the cookies on our Portal.

Changes to these Terms.

We may revise these Terms at any time by amending this page. Please check this page from time to time to take notice of any changes we make, as they are binding on you.

Information about Us.

The NIE Networks Open Data Portal (<https://nienetworks.opendatasoft.com>) is a portal operated by Northern Ireland Electricity Networks Limited ('NIE Networks'/'we'/'us'). We are the owner of the electricity transmission and distribution networks in Northern Ireland and the operator of the electricity distribution network which transports electricity to over 900,000 customers.

We are registered in Northern Ireland under company number NI26041 and have our registered office at 120 Malone Road, Belfast, BT9 5HT.

We are subject to regulation by the Northern Ireland Authority for Utility Regulation (UR) and the Department for the Economy (DfE).

Accessing our Portal.

The hosting of our Portal is managed by OpenDataSoft (<https://www.opendatasoft.com/>) and is made available free of charge.

Information transmitted via our Portal will pass over public telecommunications networks which are inherently insecure. Whilst we will use reasonable endeavours to ensure there is no break in the continuity of service, we make no guarantee, representation or warranty that our Portal (or any content on it) will always be available or will have uninterrupted or error-free operation.

Access to our Portal is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Portal without notice. We will not be liable to you if for any reason our Portal is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our Portal.

You are also responsible for ensuring that all persons who access our Portal through your internet connection are aware of these Terms and other applicable terms, and that they comply with them.

We reserve the right to carry out audits and reviews of your compliance with these Terms and you shall agree to co-operate fully with any such audit or review. Where we consider our Portal to have been misused by you or any person accessing our Portal through your internet connection, we reserve the right to suspend your access to our Portal immediately and until appropriate evidence is supplied to allay our concerns.

We reserve the right to terminate your access to our Portal with immediate effect if you (or any person accessing our Portal through your internet connection) do not comply with these Terms.

Accuracy of information and changes to our Portal.

The content on our Portal is provided for general information only.

We may update our Portal from time to time, and may change the content at any time.

Although all reasonable efforts have been made to ensure the accuracy of data provided on our Portal, we make no representations, warranties or guarantees, whether express or implied, that the data is accurate, complete or up-to-date and you should make your own checks before relying on it.

Use of our Portal.

Use of our Portal includes accessing or browsing.

The use of the NIE Networks logo is strictly prohibited.

You can use datasets from our Portal as long as you follow the terms of its licence. The applicable licence/terms are set out on the dataset's information tab. These are either:

- the [Creative Commons licence](#); or
- the [Open Government licence](#).

If you fail to comply with the terms of the applicable licence, the rights granted to you thereunder will end automatically.

Creative Commons Licence.

For NIE Networks' datasets, under the Creative Commons licence, use is subject to mentioning:

- the authorship of the dataset;
- the dataset;
- its source; and
- the date of last update.

Attribution should be visible in the following format:

NIE Networks, the name of the dataset, followed by the URL of the dataset, date of last update. For example;

NIE Networks, Grid Supply Points

<https://nienetworks.opendatasoft.com/explore/dataset/nie-networks-assets-sites-grid-supply-points/information/>

13th August 2022

You should also provide a link to the licence

Users should note that the completed data triages against each of NIE Networks' datasets, are the assessment of NIE Networks. The data triages are not licensed under the Creative Commons licence. They are our assessment from our perspective.

Open Government Licence.

For NIE Networks' datasets, under the Open Government Licence, use is subject to mentioning the source of the information by stating '*Contains public sector information licensed under the Open Government Licence v3.0.*' and, where possible, providing a link to this licence.

Intellectual Property Rights.

Any intellectual property rights in the content of our Portal are owned by NIE Networks or its licensors. These are protected by copyright laws and treaties around the world. All such rights are reserved.

You may link to the home page of our Portal on a website owned by you, provided you do so in a way that is fair and legal and does not damage NIE Networks' reputation or take advantage of it. You must not establish a link in such a way so as to suggest any form of association with or approval or endorsement from NIE Networks where none exists. Our Portal must not be framed on any other site, nor may you deep link to our site without attribution of the source as NIE Networks. NIE Networks reserves the right to withdraw these permissions without prior notice.

Our status (and that of any identified contributors) as the authors of content on our Portal must always be acknowledged.

Any unauthorised use or copying of the content from our Portal, or any other use of our Portal which breaches these Terms may violate trademark, copyright and other proprietary rights, and civil and criminal statutes. Users shall not use any content from our Portal (or any other content made available through our Portal) in any manner that infringes any trademark, copyright or other proprietary rights. NIE Networks reserves all rights with respect to such unauthorised use or breach of these Terms.

Limitation of Liability.

Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligent act or omission in respect of any errors, omission or inaccuracies contained or referred to in our Portal, or for our fraud or fraudulent misrepresentation.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Portal or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

use of, or inability to use, our Portal;

use of or reliance on any content displayed on our Portal.

Please note that, in particular, we will not be liable for:

loss of profits, sales, business, or revenue;

business interruption;

loss of anticipated savings;

loss of business opportunity, goodwill or reputation;

any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, malicious programmes, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Portal or to your downloading of any content on it, or on any website linked to it.

Our site, and content within it, contains links to other websites. These links are provided for your information only. NIE Networks accepts no responsibility or liability for any material supplied by or contained on any third-party website which is linked from or to our Portal, or any use of personal data by such third party. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Viruses.

While NIE Networks takes reasonable precautions to prevent computer viruses and other malicious programs on our Portal, we do not guarantee that our Portal will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our Portal. You should use your own virus protection software.

You must not misuse our Portal by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Portal, the server on which our Portal is stored or any server, computer or database connected to our Portal. You must not attack our Portal via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Portal will cease immediately.

Severability and Governing Law.

If any provision of these Terms is or becomes invalid then the remaining provisions will not be affected.

No waiver by NIE Networks of any breach of these Terms shall constitute a waiver of any other breach.

No failure by NIE Networks to exercise any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy.

These Terms, their subject matter and their formation, are governed by and construed in accordance with Northern Irish law. Any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the courts of Northern Ireland.

General Enquiries

If you have any questions or comments regarding these Terms please contact OpenData@NieNetworks.Co.Uk.