



# Met Office Weather DataHub Terms and Conditions

DATED: 12 January 2022

Part I – [Introduction](#) – WE RECOMMEND YOU READ THIS PART FIRST

Part II – [Definitions](#)

Part III – [API Licence and Terms of Use](#)

Part IV – [Met Office Weather DataHub Products Licence and Terms of Use](#)

Part V – [Terms which apply to Consumers Only](#)

Part VI – [General Terms](#)

## PART I - INTRODUCTION

This page (together with the documents referred to on it) tells You the terms and conditions on which We supply the products listed on Our Met Office Weather DataHub (<https://metoffice.apiconnect.ibmcloud.com/metoffice/production/>) to You for use in Your Application.

Please read these Terms carefully and make sure you understand them before ordering any products from Our Met Office Weather DataHub and using the API. These Terms tell You who We are, how We will provide the Met Office Weather DataHub Products to You, how You and We may change or end the Contract, what to do if there is a problem and other important information. If You think that there is a mistake in these Terms, please [contact Us](#) to discuss. You should understand that by ordering any of Our Met Office Weather DataHub Products and clicking the “I Accept the terms and conditions” button, You are agreeing to be legally bound by these Terms. Please understand that if You do not agree to these Terms, You will not be able to order any Met Office Weather DataHub Products from Our Met Office Weather DataHub.

A contract will be formed between You and Us once payment for the Met Office Weather DataHub Products is taken, unless the Weather DataHub Products are free of charge, in which case a contract will be formed between You and Us when You download the Met Office Weather DataHub Product. You will be notified of the details of Your payment in an Order Confirmation.

You should download or print a copy of these Terms for future reference.

Our [Met Office Website Terms](#) shall apply to the operation of these Terms.

## ARE YOU A BUSINESS CUSTOMER OR A CONSUMER?

In some areas You will have different rights under these Terms depending on whether You are a business or consumer.

You are a consumer if You are an individual and You are buying Met Office Weather DataHub Products from Us wholly or mainly for Your personal use (not for use in connection with Your trade, business, craft or profession).

In all other cases, You will be a business customer.

Where You are contracting as a consumer, the terms in [Part V](#) apply to You. Some of the other Terms apply to business customers only and this is indicated in the relevant clauses. Where You are contracting as a business, the terms in Part V do not apply to You.

## **YOUR ACCOUNT**

You need Your own Met Office account to access Met Office Weather DataHub Products and You must be logged into Your account and (where applicable) have a valid payment method to pay for the Met Office Weather DataHub Products.

Your privacy is very important to Us. Our [Privacy Policy](#) sets out important information on how We collect, process, use and share Your personal information and is incorporated by reference herein. Please read Our Privacy Policy carefully.

By registering Your details for Your Met Office Weather DataHub account, You warrant that:

- (i) You are legally capable of entering into binding contracts;
- (ii) You are at least 18 years old; and
- (iii) You are not accessing, and will not attempt to access, the Met Office Weather DataHub from a [Restricted Country](#).

You are responsible for maintaining the confidentiality of Your Met Office Weather DataHub account and password, and for restricting access to Your computer or device, and to the extent permitted by applicable law, You agree to accept responsibility for all activities that occur under Your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform Us immediately if You have any reason to believe that Your password has become known to anyone else, or if the password is being, or is likely to be used in an unauthorised manner. You are responsible for ensuring that the details You provide Us with, are correct and complete, and for informing Us of any changes to the information You have provided.

We reserve the right to refuse service, terminate accounts or remove or edit content, if You are in breach of applicable laws, these Terms or any other applicable terms and conditions, guidelines or policies.

## **ADDITIONAL CONDITIONS CONCERNING USE OF ATMOSPHERIC GLOBAL 10KM DATA FOR FLIGHT PLANNING AND OPERATIONAL AIRCRAFT USE**

The atmospheric global 10km data, which is provided as a Met Office Weather DataHub Product, does not meet the strict requirements for data provided for regulated aviation purposes. You must therefore not use the atmospheric global 10km data as a replacement for meteorological information as outlined in ICAO Annex 3 to the Convention on International Civil Aviation or as defined by the relevant competent aviation authority. You are only granted the right to use the atmospheric global 10km data in Your Application for aviation if Your Application falls outside the scope of ICAO Annex 3, or, if Your Application is used in compliance with the Permitted Use to provide services for aviation that are not regulated by a relevant aviation authority.

## THIRD PARTY TERMS

The API is supported by Amazon Web Services. You are advised to check [Amazon Terms](#) relevant for Your use of the Met Office Weather DataHub Products and any updates and changes to these terms. In particular, You are advised to read section 5.1.1 of the Amazon Service Terms in respect of High-Risk Use (as defined by Amazon Terms) and section 11.6 of the Amazon Service Terms in respect of hazardous environments (as described in Amazon Terms). These terms contain restrictions relating to applications controlling aircraft and using Amazon Web Services for aircraft navigation.

We may use a third party to perform billing or card processing services on Our behalf. You are advised to read the privacy policy of the third party carefully. The privacy policy sets out important information on the type of data the third party collects. It also describes how the third party collects, processes, uses and shares Your data, Your rights and choices and how You can contact the third party about its privacy practices.

## UPDATES TO THESE TERMS

Please regularly check for updates and changes to these Terms. The updated or amended terms shall be deemed accepted by You upon Your continued or subsequent use of the API and Met Office Weather DataHub Products, following Our posting on Our website. We will indicate the effective date of the currently applicable Terms at the beginning of the document. If You disagree with the updated or changed Terms and Conditions You must cease use of the API and Met Office Weather DataHub Products.

## INFORMATION ABOUT US AND HOW TO CONTACT US

Met Office Weather DataHub is a site operated by the Met Office, whose address is FitzRoy Road, Exeter, Devon, EX1 3PB, for and on behalf of the Secretary of State for Business, Energy and Industrial Strategy of the United Kingdom of Great Britain and Northern Ireland. Our VAT registration number is UK 888 8053 62. Our telephone number is +44 370 900 0100 or +44 330 135 0000 and Our email address is [enquiries@metoffice.gov.uk](mailto:enquiries@metoffice.gov.uk). You can also contact Us using any of the methods noted on Our [Contact Us Page](#). If We have to contact You We will do so by telephone or by writing to You at the email address or postal address You provided to Us in Your order.

You can use these contact details if You have any questions or complaints about the API or the Met Office Weather DataHub Products.

## SERVICE AVAILABILITY / RESTRICTED COUNTRIES

Please note that We will not accept orders from persons who are resident in, or who are accessing the Met Office Weather DataHub, from countries which are subject to UK Government financial sanctions. An up-to-date list of the Restricted Countries is available online [here](#). We will not activate accounts where persons attempt to order Met Office Weather DataHub Products or access the Met Office Weather DataHub to carry out the registration process from those countries. We will not allow You to access Your account or any Met Office Weather DataHub Product from any Restricted Country, even if You have placed Your order and completed the registration process in a country that is not subject to these restrictions.

## PART II - DEFINITIONS

### DEFINITIONS

In these Terms the following terms have the meanings set out below.

“Amazon Terms”	means the relevant terms governing an account held with Amazon Web Services through which the Met Office Weather DataHub Products will be delivered to You which can be found <a href="#">here</a> .
“API”	has the meaning given in clause 1.1.
“API Documentation”	means the documentation accompanying the API on the Met Office Weather DataHub and such other instructions as We may notify You from time to time in relation to Your use of the API, as amended by Us from time to time.
“API Keys”	means the confidential unique security keys, tokens, passwords and/or other credentials for accessing and using the API and managing Your account which is provided by Us to You.
“API Services”	has the meaning given in clause 1.2.
“Business Day”	a day other than a Saturday, Sunday or public holiday in the United Kingdom.
“Commencement Date”	means the date set out in the Order Confirmation.
“Confidential Information”	means all confidential information in whatever form or manner presented, which relates to Your or Our past, present or future operations, business, business plans and business opportunities, scientific and technical research and development work including but not limited to details of its organisation, personnel, markets, suppliers, customers, prospective customers, contractors, financial data, IT (hardware and software), know-how, trade secrets, intellectual property, technical and non-technical materials, operations, processes, product information, sales and marketing plans and strategies, designs, other non-public information and any discussions and proceedings relating to any of the foregoing. Confidential Information includes the API and the API Keys.
“Contract”	the contract between You and Us for the supply of the Met Office Weather DataHub Products, consisting of the Order Confirmation and these Terms.
“Insolvency Event”	means, in relation to You (if applicable), any of the following events:  (a) a meeting of Your creditors being held for an

arrangement or composition with or for the benefit of Your creditors (including a voluntary arrangement) being proposed by or in relation to You;

- (b) a charge holder, receiver, administrative receiver or other similar person taking possession of or being appointed over, or any distress, execution or other process being levied or enforced (and not being discharged within 7 days) on the whole, or a material part of Your assets;
- (c) You ceasing to carry on business, stop paying Your debts as they fall due or being deemed to be unable to pay Your debts;
- (d) You or Your directors or the holder of a qualifying floating charge giving notice of their intention to appoint, appointing or making an application to the court for the appointment of an administrator;
- (e) a petition being presented (and not being discharged within 28 days) or a resolution being passed, or an order being made for Your administration or winding up, bankruptcy or dissolution; or
- (f) the happening in relation to You of an event analogous to any of the above in any jurisdiction in which You are incorporated or resident or in which You carry on business or have assets.

“Intellectual Property Rights”

all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“Invoice Plan”

means where We agree that You may pay the Subscription on an invoice basis (as further described on the Met Office Weather DataHub).

“Met Office Weather DataHub”

means the site that is owned or operated by Us, in respect of which We may make the Met Office Weather DataHub Products available.

“Met Office Weather DataHub Products”

means all products We make available via the Met Office Weather DataHub.

“Met Office Trade Marks”	means “Met Office” and such other trademarks, trade names, service marks, logos and names that We may develop from time to time.
“Order Confirmation”	means notification from Us confirming Your order.
“Permitted Use”	has the meaning given in clause 3.2.
“Restricted Country”	means countries which are subject to UK Government financial sanctions as described <a href="#">here</a> .
“Subscription”	the price paid for the Met Office Weather DataHub Products set out in the Order Confirmation.
“Support”	means the support provided by Us described on the Met Office Weather DataHub <a href="#">Support</a> page.
“Terms”	means the terms and conditions set out on this page.
“Us” “We” or “Our”	means the Met Office.
“You” or “Your”	means the person or organisation which has entered into a contract with Us to access the Met Office Weather DataHub via an API and in receipt of Met Office Weather DataHub Products.
“Your Application”	means any software application(s), website(s) or other interface that You create, develop, own or operate to interact with the API or read, update or delete certain content from Your Users, including notes, embedded resources, tags, notebooks and saved searches.
“Your Users”	means the end-users of Your Application, Your service providers, and anyone who sublicenses Your Application.

## **PART III – API REGISTRATION, API LICENCE AND TERMS OF USE**

### **1 API REGISTRATION**

- 1.1 The Application Program Interfaces (“APIs”) consist of programmatic web APIs, interface definitions, generated code libraries, code and associated tools and the API Documentation that allow Your Application(s) to obtain Met Office Weather DataHub Products in suitable formats to enable You to create and build Your Application(s). Further detail on each API is provided in the API Documentation.
- 1.2 The API Services consist of, as applicable, Our APIs and Our provision of the API Documentation and any Support which We may make available to You under the Contract.
- 1.3 We may modify the API, its databases, the permitted uses under these Terms and any API Services, or any of the benefits and/or features provided in connection with Your use of the API at any time but We will give You reasonable notice in advance of any

modifications. If You do not want to continue with the Contract in these circumstances, You may end the Contract in accordance with the provisions of clause 10.1. Our modifications may affect Your Application(s) and may require You to make changes to Your Application(s) to continue to be compatible with or interface with the API or access or use any API Services.

- 1.4 You will need to register to create an account in order to use the API. You agree that any information that You give to Us about You for Your account will always be accurate and up to date (including Your email address and other required contact information).
- 1.5 You must not register for an account or access or use the API or the API Services if You:
  - 1.5.1 are under 18 years of age; or
  - 1.5.2 intend to access or use the APIs from a Restricted Country or
  - 1.5.3 do not accept these Terms.
- 1.6 To continue to use Your account, the API and the API Services, You may be required by Us, from time to time, to provide certain additional information (such as authentication, identification or additional contact details). We may discontinue Your access to or use of the API, if Your contact information is not accurate or up-to-date or You do not respond to Our communications directed to verifying Your information.
- 1.7 In order to use the API and the API Services, You will be required to obtain a unique API Key from Us. The API Key is Our property. We may issue one or more API Keys to enable Your access. You may only access the API with the API Key(s) that We give You.
- 1.8 You may only use Your account, the API and API Keys with Your Application and the digital services for which You applied. You may access (or attempt to access) the API only by the means described in the API Documentation.
- 1.9 You agree to keep Your account and Your API Keys secure and that You are responsible for any use of the API using Your API Keys. You must not share, sell, transfer, sublicense or otherwise disclose Your account or password or API Keys to any other person.
- 1.10 If You learn of any unauthorised use of Your account or API Keys, then You must contact Us as soon as practicable.

## **2 API LICENCE AND TERMS OF USE**

- 2.1 All Intellectual Property Rights and all other rights in the API, the API Documentation and any other API Services are owned by Us (on behalf of the Crown) and Our licensor(s). All APIs licensed under these Terms remain Our property (on behalf of the Crown) and, if applicable, Our licensor(s) and Your right to use the APIs as specified in clause 2.2 will not give You any ownership rights or other interest in the APIs.
- 2.2 Subject to the restrictions on use in these Terms, We grant You a worldwide, non-exclusive, non-transferable, terminable, and non-sub licensable (except as expressly permitted in these Terms) licence to use and integrate the API into any of Your

Applications to enable You to receive the Met Office Weather DataHub Products and provide them to Your Users of Your Application(s).

- 2.3 No right or licence to use the API is granted by Us to You except as expressly set out in this clause 2.
- 2.4 From time to time and without notice to You, We may limit Your access to Your account, the API and any other API Services including limiting:
  - 2.4.1 the number of network calls that Your Application may make via the API;
  - 2.4.2 the number of API requests that You can make;
  - 2.4.3 maximum file sizes;
  - 2.4.4 the maximum amount of data that may be accessed by You; and
  - 2.4.5 anything else about the API.
- 2.5 We may post information about Our usage limitations on the Met Office Weather DataHub and We may change such usage limits at any time and use technical measures to prevent over-usage or to stop usage of the API by an Application after Our usage limitations are exceeded.
- 2.6 We require You, as part of this licence, to display one of the following attributions in Your Application or on Your website or its toolbars:
  - 2.6.1 where You are using the Met Office Weather DataHub Products in Your Application as a single source: "Powered by Met Office Data"; or
  - 2.6.2 where You are using the Met Office Weather DataHub Products in Your Application, or otherwise as part of Your website's offering, as part of a combination of data sources: "We use weather and climate data supplied by the Met Office".
- 2.7 You agree to use the API and API Service only as permitted by applicable laws (including, without limitation, applicable laws regarding privacy and data protection and intellectual property rights) and for purposes that are lawful and proper under applicable law.
- 2.8 You agree that You are solely responsible for the use by You and Your Users of the API and for any consequences arising from that use. You agree to require Your Users to comply with all applicable laws and Your obligations contained in these Terms.
- 2.9 When using the API, in addition to the other restrictions in these Terms, You agree that You will not, directly or indirectly, and will not procure another person to do any of the following:
  - 2.9.1 sell, resell, redistribute, sublicense or transfer the API or the API Documentation for use by a third party (unless We have expressly given You prior written approval to do that);
  - 2.9.2 create an application which performs substantially the same use or function as the API and offer that user or function to third parties;
  - 2.9.3 use the API for any purpose to enable You to personally identify or contact Your Users, except where You have the express permission of Your Users or are otherwise permitted under applicable law to do so;
  - 2.9.4 disclose Our Confidential Information to any third party without Our prior written consent;



- 2.9.5 use any Met Office Trade Marks except as permitted by these Terms;
- 2.9.6 remove, obscure, alter, or make invisible, illegible, or indecipherable, any notice (including any notice of intellectual property or proprietary right or any display of attributions to Met Office in Your Application or on Your website or its toolbars) appearing on or contained within the API;
- 2.9.7 interfere with or degrade Our API Services in any way;
- 2.9.8 circumvent or modify or seek to circumvent or modify any API Keys or Our security mechanisms or limits on number of API requests;
- 2.9.9 create accounts for any other person by automated means or under false or fraudulent pretences;
- 2.9.10 request, collect, solicit or otherwise obtain access to sign-in names, passwords or other authentication credentials for Us other than by directing Your Users to Us in the mechanism specifically provided by the API;
- 2.9.11 imply inaccurate creation, affiliation, sponsorship or endorsement of You or Your Application(s) by Us;
- 2.9.12 use any robot, spyder, scraping, site search/retrieval application or other device to retrieve, index, access or use any portion of the Met Office Weather DataHub or the API to obtain any information beyond what We provide to You under these Terms;
- 2.9.13 transmit any malware, spyware, viruses, worms, defects, Trojan horses, malicious or harmful code or use any items of a destructive nature, or compile or use the API to send spam;
- 2.9.14 collect or use information about Your Users for any unauthorised purpose;
- 2.9.15 attempt to modify, add to or otherwise enhance the API or reverse engineer, disassemble, decompile (except to the extent such right cannot be excluded or limited by law and then only when Our express permission has been sought and refused), or otherwise derive any source code of or relating to the API or any software included in the API;
- 2.9.16 use the API for any unlawful purpose or activity whatsoever, including fraud or terrorism, or to promote any unlawful act;
- 2.9.17 use the API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage or otherwise fails to comply or is inconsistent with any part of the API Documentation; or
- 2.9.18 have Your Application(s) or Your or Your Users' use of the API:
  - (i) be false, inaccurate or misleading;
  - (ii) infringe the Intellectual Property Rights or rights of publicity or privacy of anyone else (including Ours);
  - (iii) breach any applicable laws;
  - (iv) be abusive, harmful, threatening or defamatory or may otherwise cause offence;
  - (v) create liability for Us or cause Us to lose (in whole or in part) the services of Our ISPs or other suppliers; or
  - (vi) provide any data or information to Us unless You represent and warrant that it is accurate, and You have all rights necessary to provide such data or information to Us for Our use.
- 2.10 We have no obligation to provide You or Your Users with Support other than that stated on the Met Office Weather DataHub. You understand and agree that You are solely responsible for providing Your Users with support and any other technical assistance for Your Application.
- 2.11 We use all reasonable efforts to ensure that the API is free from software viruses. However, We do not guarantee that Your use of API is or will be virus-free. It is Your

responsibility to ensure that the computer or other devices with which You may access the API has appropriate virus screening software.

- 2.12 You agree that We may (but are not obliged to) monitor or audit Your Application(s) or activities relating to Your use or Your Users' use of the API to ensure You are complying with these Terms. You will not seek to block or otherwise interfere with Our monitoring or audit, and We may use technical means to overcome any methods You may use to block or interfere with such monitoring or audit.
- 2.13 You agree to monitor content generated by Your Users through Your or Your Users' use of the API and to install and continually use reasonably appropriate software to moderate any such content to ensure Your compliance with these Terms.
- 2.14 You must ensure that Your use of the API complies with these Terms. If We, in Our sole discretion, believes that You have breached these Terms, or that You have engaged in fraudulent activity, We may take any and all steps We deem appropriate, including issuing a warning, conducting an investigation, or suspending or revoking Your API licence or Your account. You agree to destroy Your API Key so that no one else has access to it. In addition to any other available remedies, We may, at Our sole discretion, seek specific performance, injunctive relief or legal fees. We reserve the right to take other corrective action as We see fit in the event that We receive complaints from Your Users about Your Application or Your actions.
- 2.15 Neither We nor Our suppliers or distributors make any specific promises about the API. We do not provide any warranty about the quality of the API or the data accessed through the API, or their reliability, availability or ability to meet Your needs, or that the API is virus free or free of defects or that the API is compatible with third party software or equipment. The API is provided to You on an "as is" basis and the existence of bugs or errors shall not constitute a breach of these Terms. Any implied warranties or conditions under any applicable law as to suitability or fitness for a particular purpose are excluded by Us to the maximum extent permitted by applicable laws.

## **PART IV – MET OFFICE WEATHER DATAHUB PRODUCTS LICENCE AND TERMS OF USE**

### **3 OWNERSHIP OF MET OFFICE WEATHER DATAHUB PRODUCTS AND LICENCE FOR PERMITTED USE.**

- 3.1 All Intellectual Property Rights and all other rights in the Met Office Weather DataHub, and the Met Office Weather DataHub Products are owned by Us (on behalf of the Crown) and Our licensor(s). All Met Office Weather DataHub Products and APIs licensed under these Terms remain Our property (on behalf of the Crown) and, if applicable, Our licensor(s) and Your right to use the Met Office Weather DataHub Products for the Permitted Use will not give You any ownership rights or other interest in any of them.
- 3.2 We grant You a perpetual, worldwide, non-exclusive, non-transferable licence to download, use, copy, publish, distribute, transmit, adapt and exploit the Met Office Weather DataHub Products for use in Your Application ("the Permitted Use") provided that all of the following conditions are met:

- 3.2.1 You must not sub-licence, distribute, sell or otherwise make the Met Office Weather DataHub Products available to third parties other than via Your Application;
  - 3.2.2 You must not re-sell or distribute the Met Office Weather DataHub Products or any data forming part of the same to third parties (whether in whole or in part) in original form; and
  - 3.2.3 You must not permit Your Users, or any other third parties, to reverse engineer the Met Office Weather DataHub Products, or any data forming part of the same from Your Application in order to produce any derivative works or for any other purpose.
- 3.3 No right or licence to use the Met Office Weather DataHub Products is granted by Us to You except as expressly set out in this clause 3.
- 3.4 You agree to take all reasonable steps to prevent any damage to or infringement of Our Intellectual Property Rights.
- 3.5 The words “Met Office” and the Met Office device and logos are registered trademarks in the United Kingdom, the European Union, the United States of America and other countries. These trademarks are the property of the Secretary of State for Business, Energy and Industrial Strategy of the United Kingdom of Great Britain and Northern Ireland. You may not use any trade mark, service mark, logo, corporate or business name of the Met Office without Our prior consent in writing.
- 3.6 For avoidance of doubt, You must not:
- 3.6.1 use the Met Office Weather DataHub Products, Our logos or Our trade marks to endorse or promote Your products and/or services; or
  - 3.6.2 use the Met Office Weather DataHub Products in a way which is likely to mislead others. For example, if You adapt, change, enhance or manipulate the Met Office Weather DataHub Products in any way You must not give the impression Your output is endorsed or produced by Us; or
  - 3.6.3 do anything that may bring Our name into disrepute or which damages or dilutes the goodwill associated with Our name and trademarks.
- 3.7 You will not make any statement regarding Your use of the Met Office Weather DataHub Products which suggests partnership, agency, joint venture, sponsorship or endorsement by Us.

## **PART V – TERMS WHICH APPLY TO CONSUMERS ONLY**

### **4 CONSUMER RIGHTS**

Please refer to the [Introduction](#) which explains whether You are a business customer or a consumer. **If You are contracting as a consumer only, the following provisions will apply:**

#### **Right to change Your mind**

- 4.1 If You are a consumer then for most products bought online You have a legal right to change Your mind within 14 days and receive a refund (where You paid a Subscription for the products). These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these Terms.

- 4.2 Your right as a consumer to change Your mind does not apply in respect of digital products after You have started to download or stream these.
- 4.3 The Met Office Weather DataHub Products are digital products for download. We will make the Met Office Weather DataHub Products available to You for download via the API once the Order Confirmation is completed. You have 14 days after the day We send You the Order Confirmation, or, if earlier, until You start downloading the Met Office Weather DataHub Products to change Your mind and cancel an order. You do not have a right to change Your mind and cancel the order where You start to download the Met Office Weather DataHub Products via the API.
- 4.4 You can let Us know You wish to cancel an order and terminate (end) the Contract with Us by using the details set out in clause 10.4.
- 4.5 Where You cancel an order within the 14 day cooling off period, and You have paid a Subscription for the Met Office Weather DataHub Products, We will refund You in full for any Met Office Weather DataHub Products that have not been provided or which You have not downloaded via the API but this may be subject to deductions (for customers located outside the UK We refer You to clause 6.5 in relation to any exchange rate risk relating to refunds). Your refund will be made within 28 days of You telling Us that You have changed Your mind. You will not be entitled to a refund where You did not pay a Subscription for the Met Office Weather DataHub Products.
- 4.6 Details of Your statutory right of cancellation, and an explanation of how to exercise it, are provided in the Order Confirmation.
- 4.7 Even if We are not at fault and You are not a consumer who has a right to change their mind (see clause 4.1), You can still end the Contract before it is completed in accordance with the provisions of clause 10.1.

#### **Your rights if products supplied are faulty**

- 4.8 We are under a legal duty to supply products that are in conformity with this Contract. Since the Met Office Weather DataHub Products are digital content, the Consumer Rights Act 2015 says digital content must be as described, fit for any particular purpose made known to Us and of satisfactory quality. If Your API, API Key or Met Office Weather DataHub Product is faulty, You're entitled to a repair or a replacement. If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, and You paid a Subscription for the Met Office Weather DataHub Product, You can get some or all of Your money back. If You can show the fault has damaged Your device and this is caused by Our failure to use reasonable care and skill, You may be entitled to a repair or compensation. However, We will not be liable for damage which was caused by You failing to correctly follow installation instructions.
- 4.9 You also have the right to end the Contract under clause 10.2.1 (products are misdescribed or faulty) and to get some or all of Your money back where You paid a Subscription for the Met Office Weather DataHub Products. If You end the Contract under clause 10.2.2 (We have breached these Terms), and You paid a Subscription

for the Met Office Weather DataHub Product, You may have a right to get some or all of Your money back.

### **Our responsibility for loss or damage suffered by You if You are a consumer only**

- 4.10 If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breaking this Contract or Our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both We and You knew it might happen, for example, if You discussed it with Us during the sales process.
- 4.11 We do not exclude or limit in any way Our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of Your legal rights in relation to the Met Office Weather DataHub Products, including the right to receive products which are as described, fit for any particular purpose made known to Us and of satisfactory quality; and for defective products under the Consumer Protection Act 1987.
- 4.12 If You are a consumer We only supply the Met Office Weather DataHub Products to You for domestic and private use. If You use the Met Office Weather DataHub Products for any commercial, business or re-sale purpose Our liability to You will be limited as set out in clause 8.

### **Other consumer rights**

- 4.13 If You wish to make a change to the Met Office Weather DataHub Product You have ordered but not yet downloaded please contact Us [here](#). We will let You know if the change is possible. If it is possible We will let You know about any changes to the price of the Met Office Weather DataHub Product, the timing of supply or anything else which would be necessary as a result of Your requested change and ask You to confirm whether You wish to go ahead with the change. You will not be able to make a change if You have already downloaded the relevant Met Office Weather DataHub Product.
- 4.14 If You are a consumer located in a country outside the United Kingdom, English law applies to the Contract but You will not lose the standard of protection specified by Your mandatory national consumer law.
- 4.15 We intend to rely on these Terms and Your order. If You require any changes, please make sure You ask for them to be put in writing. This can help avoid any problems about what You expect from Us and what We expect from You.

## **PART VI – GENERAL TERMS**

### **5 OUR OBLIGATIONS AND WARRANTIES TO YOU**

- 5.1 We will use reasonable endeavours to provide Met Office Weather DataHub Products in accordance in all material respects with these Terms.

- 5.2 **If You are making a one-off purchase of Met Office Weather DataHub Products:** We will make the Met Office Weather DataHub Products available for download by You once the Order Confirmation is completed and in accordance with any timings You request in Your order or which We otherwise agree with You. **If You are entering into an ongoing Subscription to receive Met Office Weather DataHub Products:** We will make the Met Office Weather DataHub Products available to You until the ongoing Subscription expires or the Contract ends as described in clause 10.
- 5.3 From time to time, it may be necessary to change the content of Our Met Office Weather DataHub Products. If We are not able to continue to provide Met Office Weather DataHub Products You have ordered, We will contact You to offer the next nearest alternative. If You do not want the proposed alternative, You may terminate (end) the Contract without any liability to Us.
- 5.4 We warrant that We are authorised by the Controller of Her Majesty's Stationery Office and any relevant third parties to grant licences to make use of the API and Met Office Weather DataHub Products.
- 5.5 We aim to ensure that the content of the Met Office Weather DataHub Products is accurate and consistent with Our current scientific knowledge and practice. However, the science which underlies meteorological forecasts and climate projections is constantly evolving. Therefore, any element of the content of Met Office Weather DataHub Products which involves a forecast, or a prediction should not be relied upon as if it were a statement of fact.
- 5.6 We do not warrant that any Met Office Weather DataHub Product will be fit for Your intended use and You are responsible for undertaking Your own evaluation exercise before choosing to rely upon the content of any Met Office Weather DataHub Product.
- 5.7 Other than the warranties expressly set out in these Terms We exclude all warranties or representations (express or implied) including any in respect of the accuracy, compatibility, performance or fitness for purpose of Met Office Weather DataHub Products to the fullest extent permitted by applicable law.
- 5.8 If You paid a Subscription for the Met Office Weather DataHub Products, and You are entitled to a refund under these Terms, We will refund You the price You paid for the products by the method You used for payment. We will make any refunds due to You as soon as possible.

## **6 SUBSCRIPTION AND PAYMENT**

- 6.1 All prices for Met Office Weather DataHub Products are shown on the Met Office Weather DataHub in pounds sterling (GBP). The prices shown on the Met Office Weather DataHub are inclusive of VAT for customers who are located in the United Kingdom. For customers located outside of the United Kingdom who are business customers, the price will be the net price with no VAT added. Such customers must account for sales tax themselves in accordance with their local tax rules. For customers located outside of the United Kingdom who are consumers choosing to pay a Subscription for the Met Office Weather DataHub Products, You will need to purchase the Met Office Weather DataHub Products using the Invoice Plan. In such a case, the sales tax inclusive price will be calculated in accordance with the current rates under the relevant legislation and confirmed to You before You place Your order and this will be recorded on Your Order Confirmation. Please note We may need to calculate the sales tax inclusive price offline and communicate it to You via email.

- 6.2 For those Met Office Weather DataHub Products which are subject to a Subscription You shall pay the Subscription as set out in the Order Confirmation. Subscriptions may change from time to time. The Subscription and terms in place when You made Your initial purchase or when Your Subscription last renewed shall stay in effect for the duration of that Subscription period, but new prices and terms may apply to renewals or new Subscriptions. We will give You reasonable notice of any change in the Subscription or terms before they go into effect. If You do not want to renew Your Subscription under these new prices or terms, You may terminate (end) Your Subscription as described in clause 10.1.
- 6.3 Where payment for a Met Office Weather DataHub Product is made by credit or debit card on a rolling Subscription plan basis, payment shall be monthly in advance, until the Contract for the Met Office Weather DataHub Product ceases. Payment shall be taken using the credit or debit card entered into Your account. It is important that You keep Your card details up to date in Your account. We may suspend Your access to the Met Office Weather DataHub Products if We are not able to collect payments from the card details You have provided. We will not charge Your credit or debit card for the first payment until We send You the Order Confirmation.
- 6.4 Where You are purchasing Met Office Weather DataHub Products using the Invoice Plan, then We will offer invoicing and payment through BACS. You will pay each invoice, in full and in cleared funds, within 30 days of the date of Our invoice. Payment is monthly in advance.
- 6.5 You shall bear the exchange rate risk (if applicable) in respect of any payments and refunds.
- 6.6 Where You are purchasing Met Office Weather DataHub Products on a rolling Subscription plan basis, if You use less data in a given month than Your monthly data volume plan, You are not entitled to a refund in respect of any unused data out of the monthly data volume plan.
- 6.7 The Met Office Weather DataHub contains a large number of Met Office Weather DataHub Products and it is always possible that, despite Our best efforts, some of the Met Office Weather DataHub Products listed on the Met Office Weather DataHub may be incorrectly priced. We will normally verify prices as part of Our dispatch procedures so that, where a Met Office Weather DataHub Product correct price is less than Our stated price, We will charge the lower amount when providing the Met Office Weather DataHub Product to You. If a Met Office Weather DataHub Products correct price is higher than the price stated on Our Met Office Weather DataHub We will normally, at Our discretion, either contact You for instructions before providing the Met Office Weather DataHub Product or reject Your order and notify You of such rejection.
- 6.8 We are under no obligation to provide the Met Office Weather DataHub Products to You at the incorrect (lower) price, even after We have sent You an Order Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by You as a mis-pricing.
- 6.9 We may use a third party to perform billing services or card processing services on Our behalf in connection with Your account. You are advised to read the privacy policy of the third party carefully.

## **7 CONFIDENTIALITY**

- 7.1 Subject to the provisions of clauses 7.2 and 7.3, You and We:
- 7.1.1 shall treat as strictly confidential and use solely for the purposes contemplated by the Contract all information, whether technical or commercial, obtained or received by You and We as a result of entering into or performing our respective obligations under the Contract (“Confidential Information”); and
  - 7.1.2 shall not, except with the prior written consent of the other, publish or otherwise disclose to any person any Confidential Information.
- 7.2 You or We may disclose Confidential Information which would otherwise be subject to clause 7.1 if (but only to the extent that) You or We can demonstrate that:
- 7.2.1 such disclosure is required by law, court order or any governmental or regulatory authority;
  - 7.2.2 the Confidential Information was lawfully in Your or Our possession prior to its disclosure by the other (as evidenced by written records) and had not been obtained from the other; or
  - 7.2.3 the Confidential Information has come into the public domain other than through Your or Our fault or the fault of any person to whom the Confidential Information has been disclosed in accordance with clause 7.1.
- 7.3 Both We and You, may for the purposes of the Contract disclose Confidential Information to the following persons or any of them, provided that You or We procure the compliance of each such person with confidentiality obligations which are no less onerous than those set out in this clause:
- 7.3.1 professional advisers, auditors, bankers and insurers, acting as such; and
  - 7.3.2 directors, officers, senior employees, and permitted sub-contractors (if applicable).

## **8 LIMITATION OF LIABILITY – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE IF YOU ARE A BUSINESS CUSTOMER**

**This clause 8 applies if You are a business customer only.**

- 8.1 Subject to clause 8.4, if We fail to comply with the Contract, We shall not be responsible for any losses that You suffer as a result, except for those losses which are a foreseeable consequence of the failure to comply with the Contract. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both We and You knew it might happen, for example, if You discussed it with Us during the sales process.
- 8.2 Subject to clause 8.4, We shall not be liable for any losses (howsoever arising, including any liability in contract, tort (including negligence), breach of statutory duty or otherwise) under or in connection with the Contract for any:
- 8.2.1 loss of income or revenue;
  - 8.2.2 loss of business or opportunity;
  - 8.2.3 loss of profits or contracts;
  - 8.2.4 loss of anticipated savings;
  - 8.2.5 loss of data;



- 8.2.6 loss of or damage to reputation or goodwill;
  - 8.2.7 any waste of time, or
  - 8.2.8 for any other indirect, consequential and/or special loss or damage.
- 8.3 Subject to clause 8.4, Our total liability to You (howsoever arising, including any liability in contract, tort (including negligence), breach of statutory duty or otherwise) under or in connection with the Contract flowing from any one event or series of connected events shall be limited to the greater of £1,000 OR the price paid by You to Us for the Met Office Weather DataHub Product(s) in respect of the twelve month period preceding the commencement of the claim or any part thereof.
- 8.4 Nothing in these Terms excludes or limits Our liability for:
- 8.4.1 death or personal injury caused by Our negligence;
  - 8.4.2 fraud or fraudulent misrepresentation;
  - 8.4.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
  - 8.4.4 defective products under the Consumer Protection Act 1987; or
  - 8.4.5 any other matter for which it would be illegal for Us to exclude or attempt to exclude Our liability.
- 8.5 We shall not be liable to You for:
- 8.5.1 losses arising from any information, data, materials and/or documents which You supply to Us and which We use to provide the Met Office Weather DataHub Products;
  - 8.5.2 any liability that arises in connection with anyone else unlawfully obtaining access to Your API account in order to abuse the nature and intent of the API; and
  - 8.5.3 any liability that arises in connection with the theft of Your username or password by unauthorised third parties.

## **9 IMPORT DUTY**

- 9.1 If You order Met Office Weather DataHub Products for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that We have no control over these charges and cannot predict their amount. Please contact Your local customs office for further information before placing Your order.
- 9.2 Please also note that You must comply with all applicable laws and regulations of the country for which the Met Office Weather DataHub Products are destined. We will not be liable for any breach by You of any such laws.

## **10 TERMINATION**

- 10.1 You may terminate (end) the Contract at any time via Your account on the Met Office Weather DataHub or by giving Us written notice using the contact details [here](#). The Contract shall be deemed to expire on such date of Your termination. You are not entitled to a refund for the portion of Your monthly Subscription which remain unused.
- 10.2 You may terminate the Contract without liability to Us with immediate effect by giving written notice to Us using the contact details [here](#) if:

- 10.2.1 what You have bought is faulty or misdescribed;
  - 10.2.2 We breach these Terms;
  - 10.2.3 if You are a consumer and have just changed Your mind and You are within the 14 day cooling off period (see clause 4.1);
  - 10.2.4 We change the content of the Met Office Weather DataHub Products and You choose to terminate the Contract (see clause 5.3); or
  - 10.2.5 We change the prices for the Subscription and You choose to terminate the Contract (see clause 6.2).
- 10.3 If You terminate the Contract under clause 10.2, the Contract will end immediately and We will refund You in full for any Met Office Weather DataHub Products that have not been provided and for which You have paid a Subscription. If You are a consumer, You may also have other rights as described in [Part V](#).
- 10.4 To terminate the Contract with Us (including if You are a consumer who has changed their mind (see clause 4.1)), please let Us know by using the contact details [here](#). Please provide Your account name, account e-mail address, details of the order and, where available, Your phone number or any other way to contact You. We will handle all Your information in accordance with Our [Privacy Policy](#).
- 10.5 We may terminate the Contract without liability to You with immediate effect by giving written notice to You if:
- 10.5.1 You breach these Terms; or
  - 10.5.2 You do not make payment to Us when it is due; or
  - 10.5.3 Your card issuer charges back any payment made to Us on the grounds of actual or suspected fraud; or
  - 10.5.4 You are subject to an Insolvency Event (if applicable); or
  - 10.5.5 on national security grounds; or
  - 10.5.6 in the event there is a change in legislation, regulations or administrative practice which means that We can no longer comply with Our obligations under the Contract; or
  - 10.5.7 You are contracting as a business and You are subject to a change of control (as defined in section 574 of the Capital Allowances Act 2001).
- 10.6 On termination of the Contract for any reason:
- 10.6.1 Your access to the API, the API Services and the Met Office Weather DataHub Products shall cease with immediate effect; and
  - 10.6.2 all rights granted to You under these Terms shall cease.
- 10.7 On termination or expiry of the Contract (however arising), Your obligations relating to the API, API Documentation, API Services, Weather DataHub Products, security and confidentiality and the limitations and exclusions of liability set out in these Terms of Use and any other provisions expressed or implied to survive will continue.

## 11 EVENTS OUTSIDE OUR CONTROL

If Our supply of the Met Office Weather DataHub Products is delayed by an event outside Our control then We will contact You as soon as possible to let You know and We will take steps to minimise the effect of the delay. Provided We do this We will not be liable for delays caused by the event, but if there is a risk of substantial delay You may contact Us to end the Contract

and receive a refund for any Met Office Weather DataHub Products You have paid a Subscription for but not received.

## 12 WRITTEN COMMUNICATIONS

Applicable laws may require that some of the information or communications We send to You should be in writing. When using Our Met Office Weather DataHub, You accept that communication with Us will be mainly electronic. We will contact You by e-mail or provide You with information by posting notices on Our Met Office Weather DataHub. For contractual purposes, You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that We provide to You electronically comply with any legal requirement that such communications be in writing. This condition does not affect Your statutory rights.

## 13 NOTICES

All notices sent by You to Us must be sent to Us at Fitzroy Road, Exeter, Devon, EX1 3PB or by email to enquiries@metoffice.gov.uk. We may give notice to You at the postal address and/or email address You provide to Us when You register for a Met Office account. Notice will be deemed received and properly served, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post, and in the case of an e-mail, that the e-mail was sent to the specified e-mail address in Your account.

## 14 ENTIRE AGREEMENT

**If You are a business customer**, the Contract is the entire agreement between You and Us in relation to its subject matter. You acknowledge that You have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

## 15 BRIBERY AND CORRUPTION

15.1 You shall:

15.1.1 promptly report to Us any request or demand for any undue financial or other advantage of any kind received by You in connection with the performance of this Contract;

15.1.2 not offer or give, or agree to give, to any of Our employees or representatives any gift or consideration of any kind (other than the sums payable under the Contract) as an inducement or reward for doing or refraining from doing any act in relation to this Contract or any other contract with Us; and

15.1.3 **if You are a business customer**, comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“Relevant Requirements”) and have and maintain in place throughout the term of the Contract Your own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and enforce them where appropriate.

15.2 Any breach of clause 15.1 by You or by any person acting on Your behalf (whether with or without Your knowledge) or the commission of any offence by You or by any person acting on Your behalf under the Bribery Act 2010, shall entitle Us to terminate

the Contract on immediate written notice and in such circumstances **if You are a business customer**, You shall indemnify Us for any loss or liability incurred by Us as a result of such termination.

## **16 GENERAL**

- 16.1 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 16.2 If We do not insist immediately that You do anything You are required to do under these Terms, or if We delay in taking steps against You in respect of You breaking this Contract, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date. For example, if You miss a payment and We do not chase You but We continue to provide the Met Office Weather DataHub Products, We can still require You to make the payment at a later date.
- 16.3 This Contract is between You and Us. No other person shall have any rights to enforce any of its Terms.
- 16.4 Nothing in the Contract shall constitute, or be deemed to constitute, a partnership between You and Us nor, except as expressly provided, shall it constitute, or be deemed to constitute, either one of Us as the agent of the other for any purpose.
- 16.5 You may not transfer any of Your rights or obligations under these Terms to another person without Our prior written consent, which We will not withhold unreasonably. We may transfer Our rights and obligations under these Terms to another organisation. We will always tell You in writing if this happens and We will ensure that the transfer will not affect Your rights under the Contract

## **17 GOVERNING LAW**

- 17.1 The Contract and any and all claims, disputes or proceedings of any kind (whether relating to contractual or non-contractual obligations) arising out of or in connection with the Contract shall be governed by and construed in accordance with English law.
- 17.2 The Contract shall be subject to the exclusive jurisdiction of Courts located in the United Kingdom in respect of all proceedings (whether relating to contractual or non-contractual obligations).