



# Public Health England

Protecting and improving the nation's health

## TERMS OF USE - SHAPE

### 1 Introduction

1.1 Public Health England (PHE), an executive agency of the Department of Health and Social Care, located at Wellington House, 133-155 Waterloo Road, London, SE1 8UG, owns, manages, develops and maintains the Strategic Health Asset Planning and Evaluation (SHAPE) website and application.

1.2 You may access and use this website if you agree to be legally bound by the terms set out below. Our [Privacy Notice](#), and [Cookie Policy](#) also apply to your use of our site. If you do not agree to be legally bound by any such terms please do not access and/or use <https://shapeatlas.net/>.

1.3 You agree to use the information available to you via SHAPE with discretion. Access to SHAPE is on the condition that it is to be used to inform decisions about health and social care provision. It should not be used for any purposes without PHE's prior consent. If you are in any doubt about whether your proposed use is permitted under these SHAPE Terms of Use please contact the SHAPE Project Team at the SHAPE mailbox.

### 2 Changes to terms

2.1 We may make changes to these terms, at any time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. You will be legally bound by the updated or amended terms from the first time that you use SHAPE or after we put the changes on-line.

### 3 Changes to our Site

3.1 We may update our site from time to time, and may change the content at any time. Please note that we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date and you acknowledge that we are under no obligation to ensure the accuracy or completeness and to update the content.

### 4 Intellectual Property Rights

4.1 Our site and all material published on it is Crown Copyright unless otherwise stated. The material comes from a variety of sources, each acknowledged individually.

4.2 Permitted use: users are granted permission to access our site and all material published on it and to copy, download, adapt or print off copies of the materials, information, data and other content included on our website provided that such activities are for research, study or in-house use only. You are not permitted to upload content onto our site.

4.4 Restricted use: users must not copy, distribute, re-sell or publish any of the material without acknowledgement of SHAPE or referencing the data source. For further information please contact the Programme Manager, who can be contacted via the SHAPE help desk.

You must use the information we supply you with via SHAPE with discretion. Access to SHAPE is on the condition that it is to be used to inform decisions about health and social care provision. It should not be used for any purposes without PHE's prior consent. If you are in any doubt about whether your proposed use is

permitted under these terms and conditions and SHAPE Terms of Use please contact the SHAPE Project Team at the SHAPE mailbox.

4.5 Disclosure: in order to protect against the potential for disclosing the identity of an individual, no information about an individual that is not already in the public domain should be identifiable in official statistics. Even if you obtain permission to reproduce material from SHAPE, you should not release into the public domain in any way (except for internal use) figures that could lead to identifying an individual. Please note that any such disclosure should at all times comply with the Freedom of Information Act 2000, Data Protection Act 1998 and GDPR (as may be amended from time to time).

4.6 The rights in images, trademarks, trade names, logos included on SHAPE are owned by us and/or third parties. You will need to obtain permission in writing from the owner before you may use these images, trademarks, trade names, logos in any way.

## **5 Your Personal Information**

5.1 We will only use your personal information as set out in our Privacy Policy.  
<https://www.gov.uk/help/privacy-policy>

## **6 Third party websites**

6.1 We do not monitor the content of third party websites. Any link provided on SHAPE is solely for your convenience. We do not accept any responsibility for any third party website.

## **7 Warranties, Guarantees and Liabilities**

7.1 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

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

7.3 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 site or use of or reliance on any content displayed on our site.

7.4 We do not accept any liability to you for any of the following types of loss or damage (which you may suffer as a result of your use of SHAPE) whether the losses were foreseen, foreseeable, unforeseen, unforeseeable, known, unknown or otherwise:

(a) loss which arose when you first accessed or registered to use SHAPE (even if that loss results from the our failure to comply with these terms or our negligence);

(b) any business loss you may suffer, including loss of revenue, loss of profits or loss of anticipated savings (whether those losses are the direct or indirect result of our default);

(c) loss which you suffer other than as a result of our failure to comply with these terms or our negligence or breach of statutory duty;

(d) any loss suffered due to the default of any party other than us.

7.5 We do not warrant that SHAPE or any content will be available uninterrupted or error free, that defects will be corrected, or that SHAPE or its supporting systems are free of viruses or bugs. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons.

7.6 You must not misuse our site 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 site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site 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 site will cease immediately.

7.7 We will not be liable for any loss or damage if we fail, or are interrupted or delayed in the performance of any obligation because of:

(a) the non-availability or failure of any telecommunications or computer services, systems, equipment or software operated or provided by you or any third party;

(b) any other event not reasonably within our control.

7.8 We do not give any commitments or accept any liability to you in respect of SHAPE content provided by other users of the website or third parties.

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

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

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

7.12 Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our site or any service or product described on our site to any person or geographic area at any time. If you choose to access our site from outside the United Kingdom, you do so at your own risk.

## **8. Your account, password and access to SHAPE**

8.1 We will grant you access to the SHAPE Place Atlas via a password. You accept that it is entirely your own responsibility to keep the password secure and you must not share it with, or pass it on to, anyone else. Any breach of this condition will result in PHE withdrawing your access.

8.2 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

8.3 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

8.4 If you know or suspect that anyone other than you, know your user identification code or password, you must promptly notify us at [Shape@phe.gov.uk](mailto:Shape@phe.gov.uk).

8.5 You agree that we may withdraw your access to SHAPE at our discretion.

8.6 Access to SHAPE is for a period of time at our discretion.

## **9. Remedies**

9.1 To the extent that we are practically able to do so, we may terminate your access to any part of SHAPE at any time without notice if you breach any of these terms. You may terminate your registration for SHAPE by providing written notice that you wish to terminate your registration to us at SHAPE Project Team, Northern & Yorkshire Knowledge Intelligence Team, PHE, Kirkstone Villa, Lanchester Road, Durham, DH1 5RD or alternatively email [Shape@phe.gov.uk](mailto:Shape@phe.gov.uk)

## **10. General**

10.1 If any of these terms are determined to be illegal, invalid or otherwise unenforceable then the remaining terms shall remain in full force and effect.

10.2 These terms of use, their subject matter and their formation, are governed by and interpreted in accordance with the laws of England and we both agree to the exclusive jurisdiction of the courts of England and Wales.