



Environment Guernsey
Environmental contracting & consulting

Guernsey Biological Records Centre (GBRC) Data Use Policy

The following terms and conditions apply to anyone using data supplied directly by GBRC:

1. All data released is at the discretion of GBRC. Vulnerable, rare or sensitive species data may not be released, or location data may be “blurred”.
2. Whilst every effort is made to ensure the accuracy of all data provided, GBRC can accept no responsibility for any costs, damages or liabilities whatsoever arising from the use of data provided by GBRC or any inaccuracies within it. Particular attention should be paid to the description of the datasets and the limitations of the methodologies employed.
3. Data supplied should not be considered comprehensive, and the absence of records does not imply any species, habitat or designation is absent. Nor does recorded presence imply current, continuing or breeding presence. Boundaries of sites should be considered as indicative and not definitive.
4. No transfer in ownership of data is to be inferred from the act of data provision by GBRC to the user.
5. All data held by GBRC remains the intellectual property and in the ownership and copyright of the originator(s). Originators may request to withdraw or amend any records submitted to GBRC, provided they are listed as the recorder(s). The GBRC reserves the right to flag/append a note to data where record(s) is/are doubtful.
6. All data provided by GBRC originating from a written request is restricted to the purpose(s) specified when data are requested. Data cannot be re-used in the future without written consent from GBRC.
7. The contribution of GBRC in any derived information product or publication, whether printed, electronic or broadcast, that is based wholly or in part on the material, data and/or information made available must be acknowledged. Where specific use of or reference to a particular wildlife record is made the original recorder(s) must be acknowledged [where their name(s) is/are made available]. The original recorder(s) name(s) will only be made available with their explicit consent.
8. The use of the material, data and/or information for commercial purposes or financial gain requires written permission from GBRC.
9. Material, data and/or information made available from GBRC must not be republished, or exploited for commercial or academic research purposes without first obtaining written permission from GBRC.
10. Any information product or publication which contains any part of the material, data and/or information made must contain a statement that GBRC or the original



recorder(s) [where identified], bear no responsibility for any further analysis or interpretation of that material, data and/or information.

11. GBRC does not undertake to perform any search until all details have been provided to our satisfaction.

Data charges associated with data enquires:

- A. **Non-profit and scientific and research** - Information held by the GBRC is made freely available for non-profit making purposes which meet the objectives of the GBRC.
- B. **Commercial** - Initial advice on information held by GBRC is provided free of charge. A charge will be made to cover staff time to meet requests for the extraction, analysis or collation of records from the main database by commercial organisations and consultants.

Our fees per data search are:

- i. **£100** per data search for each site.
- ii. **£25** nominal fee where the data search returns no records for the site in question.
- iii. **£50** discretionary charge (**50% reduction on the standard £100 fee**) per data search may be applied for community groups and other organisations who do not meet the non-profit criteria. Please contact GBRC for further information.
- iv. Other fees may apply for other surveys which can be quoted for on first contact.

Personal data use associated with data requests:

The Guernsey Biological Records Centre is managed by Environment Guernsey Ltd on behalf of La Société Guernesiaise and the Agriculture, Countryside and Land Management Services Department (ACLMS) of the States of Guernsey. Environment Guernsey Ltd is responsible for issuing invoices and handling payments related to data requests. Personal information we provide to Environment Guernsey Ltd to complete the billing and payment aspect of each commercial data request:

- i. The name
- ii. The contact information of the person submitting the data request

Specific terms and conditions for requestors:

1. **Research** - GBRC will provide support for research projects and to specialists submitting records. GBRC must be acknowledged in published work [as per item 6 in General Conditions]. Any additional data collected during work/research/study should be provided to the GBRC. A copy of the final work is requested for the GBRC reference library.



2. **Commercial Organisations/Consultants** – examples of interpretation include ecological considerations/value and guidance on good habitat indicators and invasive non-native and native species. Data may be provided as tables or as maps of the requested area. In certain circumstances, location data for protected species or other vulnerable species may not be released.
3. **National Recording Schemes** - All records and data attached to the records may be released to national recording schemes on the basis that this is then only released into the public domain at an accuracy of 10km and that personal details and sensitive data on specific species is not released into the public domain.
4. **Media** - GBRC welcomes enquires about Guernsey's local wildlife and invitations to comment or contribute to topics of public interest. Specific data on species may [on request] be provided to the media however detailed location information and recorder names will not be released.