

**Trips Database Bureau Inc.**  
**Licence for access to the Australasian Region of the TRICS Database and use of data**

**Parties**

**Licensor:** Trips Database Bureau Inc

**Licensee:** The party named in the schedule to this agreement.

**Interpretation**

In this Agreement, unless the context indicates otherwise, the following expressions shall have the following meanings:

Australasian Region of the TRICS Database	<u>The partitioned section of the TRICS Database which hosts the latest TDB Database in an on-line format.</u>
Membership	<u>Your membership of TDB</u>
TDB	<u>Trips Database Bureau Incorporated, a New Zealand incorporated not for profit society</u>
TRICS	<u>TRICS Consortium Limited, a private limited company whose registered office is at County Hall, Penrhyn Road, Kingston-upon-Thames, Surrey, KT1 2DN, United Kingdom</u>
TRICS Database	<u>The database containing travel survey data hosted by TRICS Consortium Limited.</u>
TDB Database	<u>The database owned by TDB containing TDB's travel survey data.</u>

1 How You Indicate That You Accept This Agreement

1.1. You accept every term of this agreement if:

- you signify your acceptance of these terms electronically; or
- you access the Australasian Region of the TRICS Database.

1.2. This agreement starts from the date you accept this agreement in any of the ways referred to above.

## 2. Our Commitment to You

- 2.1. For one year from the date this agreement starts TDB will supply access to the Australasian Region of the TRICS Database and provide the support to you as described in this agreement.
- 2.2. On each anniversary of the start of this agreement or at the end of any free period of Membership (as appropriate), you can renew your database subscription for a further period of one year. Before the end of your current database subscription period, we will send you an invoice setting out the applicable renewal fees.
- 2.3. Unless you tell us that you do not wish to renew your database subscription before the end of your current subscription period we will renew your database subscription for a further period of one year and you must pay the renewal fees to us in full as set out in our invoice. If you fail to tell us before your renewal date that you do not wish to renew your database subscription or if you access the database after the renewal date you agree that we will be entitled to assume that you are happy with our invoice and that you agree to the renewal of your annual database subscription.
- 2.4. We will use our reasonable skill and care to provide access to the Australasian Region of the TRICS Database and support and any other service which you are entitled to under this agreement but you understand that we cannot guarantee that access to the database will be constant and without interruption.

## 3. Access to Database

- 3.1. During the term of this licence the Australasian Region of the TRICS Database will be made available, as an internet application, via the TRICS link on the TDB website at [www.tdbonline.org](http://www.tdbonline.org) to you or directly via [www.trics.org](http://www.trics.org). Use of the TRICS link will automatically redirect you to the membership log-in area of the TRICS Database.
- 3.2. To enable us to provide a more efficient service to you, you agree to tell us about any defect in the system within five days of you first becoming aware of it.
- 3.3. We cannot guarantee that the Australasian Region of the TRICS Database will meet all your needs or that we will be able to fix any problem with the software within the same working day.
- 3.4. You should make every effort to inform TDB if your contact details change. It is very important to us that our records are kept up to date, and that our communications with regards to access to the Australasian Region of the TRICS Database are directed to the appropriate person(s).

## 4. Access to website and Support

- 4.1. TDB & TRICS will endeavour to maintain the following level of service:
  - TDB website at [www.tdbonline.org](http://www.tdbonline.org) available to users at least 95% of the time during the periods of 08:00 – 17:00 NZ Standard Time, Monday to Friday;
  - TRICS website at [www.trics.org](http://www.trics.org) available to users at least 95% of the time during the periods of 08:00 – 17:00 GMT, Monday to Friday;
  - Any planned outages for system maintenance, updates and upgrades will be planned to occur if feasible between 05:00-08:00 hrs NZ Standard Time for the Australasian Region

of the TRICS Database, and 17:00-20:00 hrs NZ Standard Time if related to the wider TRICS system, but may also occur outside those time.

- As TDB does not have available staff resource to operate a full-time help desk, any queries related to the operation or content of the TDB website should be directed by email to [tripsdatabasebureau@gmail.com](mailto:tripsdatabasebureau@gmail.com), and an initial response will be provided within 24 working hours of receipt.
- TRICS's help desk will be available during its core service time of 10:00 – 16:00 GMT, Monday to Friday (excluding UK public holidays). Due to time differences it is recommended that help desk enquiries be made via email to [support@trics.org](mailto:support@trics.org);
- TRICS help desk enquiries made within its core service time will receive an initial response within 24 working hours of receipt.

4.2. TDB and TRICS will take reasonable steps to ensure that their respective websites are free from viruses and malware. However, TDB and TRICS recommend that you use your own virus-protection software.

4.3. We cannot guarantee that our websites will be compatible with your browser or computer set-up, or that your access to our websites will not be interrupted (this may be beyond our control).

4.4. From time to time TDB and/or TRICS may temporarily stop providing access to the websites, for maintenance, repairs or other reasons. We will endeavour to provide information on any scheduled downtime to users via the TDB website or the on-line Australasian Region of the TRICS Database whenever this is possible.

## 5. Conditions of Use

5.1. The data on the Australasian Region of the TRICS Database shall only be used by you with the user addresses registered with TDB, for your work, running in no more instances at any one time than has been agreed in accordance with this licence (as may be amended in writing from time to time by agreement between the parties).

5.2. The Australasian Region of the TRICS Database shall be used by you only and may not be copied or deleted or amended in any form, sold, given, loaned, hired or otherwise made available to a third party or agent authority for the purposes not concerned with your primary business activities.

5.3. You shall not provide data from the Australasian Region of the TRICS Database whether for a charge or freely to any third party for purposes not concerned with your primary business activities.

5.4. You may not directly or indirectly assign, delegate, sub-license or transfer any of your rights or obligations to any third party.

5.5. You must acknowledge the Australasian Region of the TRICS Database as the source of any data that is extracted from the system and subsequently used at legal or quasi-legal hearings or in any form of report, documentation or presentation.

5.6. Neither TDB nor TRICS shall be under any obligation to provide any additional data, explanation or interpretation as to the data contained within the Australasian Region of the TRICS Database or of the results arising from the use of the Australasian Region of the TRICS Database.

- 5.7. The Australasian Region of the TRICS Database provides an industry approved method of estimating potential trip rate generation. It is intended to be used as an evaluation tool by qualified transport planning professionals. Care must be taken when using the data to ensure that the unique circumstances of each development are properly considered. It is your responsibility to ensure that the data extracted from the Australasian Region of the TRICS Database is robust and suitable for use by you for the purpose you intend to use it. The “TRICS Good Practice Guide” has been produced, and is regularly updated, to assist users in ensuring that correct procedures and understanding of the system are practised in the production of data; the latest copy of this document can be found at [www.trics.org](http://www.trics.org).
- 5.8. Neither TDB nor TRICS accept responsibility for any claims, demands, proceedings, damages, cost charges and expenses whatsoever arising out of or in connection with or as a consequence of your use of the Australasian Region of the TRICS Database.
6. How this Agreement can be Terminated/Suspended
- 6.1. This agreement will end automatically if you cease being a member of TDB, with effect from the date you cease to be a member. You will not be entitled to any refund of your subscription fees.
- 6.2. TDB may end this agreement at any time on giving you at least seven days' notice and if TDB does, TDB will refund to you such proportion of the subscription fee you have paid for the year in question as is appropriate to the unexpired period of the duration of this agreement.
- 6.3. You may end this agreement at any time by giving TDB at least seven days' notice during your subscription period by emailing us at [tripsdatabasebureau@gmail.com](mailto:tripsdatabasebureau@gmail.com). If you do, you will not be entitled to any refund of your subscription fees and if you have not paid all of your subscription fees for that subscription period, you must also pay them to TDB immediately. If you owe TDB any other amounts in relation to this agreement at the time you end this agreement, you must also pay them to TDB immediately.
- 6.4. This agreement will automatically and immediately end if you become bankrupt (or something similar happens) or your business cannot pay its debts or stops trading, or if any finance arrangement relating to the Membership has ended for any reason without you paying the full amount of that finance. In those circumstances, TDB will not give you a refund.
- 6.5. If you or TDB discover that the other has done something which is not allowed by this agreement, or have not done something that must be done, the one who discovered the situation can give the other notice that the matter must be put right within 30 days. If the matter is put right in that time, no further action will be taken. If it is not put right in that time, the person who discovered the situation can then end this agreement by giving the other written notice that this agreement will immediately end. If this agreement is terminated because of something TDB has done or not done, TDB will refund to you such proportion of the subscription fee you have paid for the year in question as is appropriate to the unexpired period of the duration of this agreement. In all other circumstances, TDB will not give you a refund.

- 6.6. TDB may also end this agreement if you fail to pay any amount you owe to TDB or TRICS within seven days of the due date, or, alternatively TDB may stop allowing access to the Australasian Region of the TRICS Database you until you have paid TDB or TRICS (as the case may be) those outstanding amounts.
- 6.7. On termination of this agreement, all your rights cease from the date of termination to access, manipulate, refer to or otherwise use data from the Australasian Region of the TRICS Database or the TDB database.

## **7. Our Liability and Responsibility**

- 7.1. To the maximum extent permitted by law, TDB and TRICS accept no responsibility for any claims, demands, proceedings, damages, cost charges and expenses (including legal expenses) whatsoever arising out of or in connection with or as a consequence of your use of the Australasian Region of the TRICS Database.

## **8. How we use information about you**

- 8.1. We will use any information you give us under this agreement to:
- meet our obligations under this agreement;
  - contact you to see if you would like to attend TDB and TRICS events;
  - contact you about other TDB and TRICS products and services.
- 8.2. If you give us information which could give away the identity of an individual, you are agreeing that we can use it as described above. If at any time you do not want us to use such information in that way please contact us at [tripsdatabasebureau@gmail.com](mailto:tripsdatabasebureau@gmail.com).

## **9. General Terms**

- 9.1. If a court or similar body decides that any wording in this agreement cannot be enforced, that decision will not affect the rest of this agreement, which will remain binding on both of us. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.
- 9.2. If you or we fail to, or delay in, exercising any rights under this agreement, that will not mean that those rights cannot be exercised in the future.
- 9.3. This agreement and any documents referred to in this agreement (including any payment terms and all up to date support literature) is the entire agreement between TDB and the Licensee for the access to the Australasian Region of the TRICS Database and the use of the data from the TDB Database, and replaces all documents, information and other communications (whether spoken or written) between us for such use.
- 9.4. You must not transfer this agreement to anyone else.
- 9.5. From time to time we may change this agreement by telling you that we have changed it. If you do not agree with those changes, please contact us as soon as possible. If you buy any other product or service relating to TDB or TRICS, after we have told you that we have changed this agreement, we will consider you to have accepted those changes.

- 9.6. If circumstances beyond our reasonable control arise, we will not be liable for failing to meet our responsibilities in this agreement because of those circumstances, for as long as those circumstances continue.
- 9.7. This agreement is between TDB and the party named in the schedule.
- 9.8. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by the laws of New Zealand and you and TDB both agree that the courts of New Zealand will be the only courts that can decide on legal disputes or claims about this agreement.

## **Schedule A**

### **TRIPS DATABASE BUREAU MEMBERSHIP DETAILS**

To complete and confirm this Agreement please complete the form below, scan and return to: [tripsdatabasebureau@gmail.com](mailto:tripsdatabasebureau@gmail.com) or go to the Google Forms page <https://goo.gl/forms/g7pQl09bSRiv1Fxo2> to complete electronically.

Organisation Name: .....

Membership Number: .....

Membership Category: .....

Membership Commencement Date: .....

Invoicing Details:

Email address for licence invoices

Postal Address for invoices

TDB User Locations:

Please include each office location plus name and email address of primary contact for each location.

If no specific details are provided for invoicing, then all invoices will be forwarded to the first user location in the above table.

Unless otherwise requested, communications regarding Australasian Region of the TRICS Database and overall TRICS system updates will be sent to all user locations. If you would prefer all communications to go to one central location, please contact the TDB team so that this can be arranged.