

PSMA Member Licence

An **AGREEMENT** dated

and made between:

- (1) The Secretary of State for Communities and Local Government acting through Ordnance Survey, whose principal place of business is at Adanac Drive, SOUTHAMPTON, UK, SO16 0AS (“**Ordnance Survey**”); and
- (2) Licensee (“**Licensee**”).

WHEREAS:

- (A) Ordnance Survey has entered into an agreement with the Secretary of State for Communities and Local Government acting through the Department for Communities and Local Government (“**DCLG**”) in connection with the licensing of data and supply of services to the public sector in England and Wales (the “**Public Sector Mapping Agreement**” or “**PSMA**”).
- (B) The Licensee is a public sector body and, under the terms of the PSMA, is entitled to receive the data from Ordnance Survey on the terms of this Licence.
- (C) This Licence sets out the terms on which the Licensee may use the Datasets provided by Ordnance Survey. For the avoidance of doubt, this Licence does not set out terms governing the use of OS OpenData; such data is governed by the OS OpenData Licence Terms.

1 Definitions and interpretations

Addressing Datasets means ADDRESS-POINT, OS MasterMap Address Layer, OS MasterMap Address Layer 2 and the National Land and Property Gazetteer, and **Addressing Data** shall mean any data contained within any such Addressing Datasets.

Ancillary Rights means the rights set out in Clauses 2.4, 2.6 and 8.4.1 c).

Commencement Date means the later of:

- a) the date on which Ordnance Survey:
 - i) first receives a signed hard copy of the Licensee’s validly completed Member Licence Acceptance Form; or
 - ii) confirms receipt of the Licensee’s validly completed on-line Member Licence Acceptance Form (where the Licensee completes such form via any on-line acceptance system operated by Ordnance Survey), and
- b) 1 April 2011.

Competing Activity	has the meaning given to such term in Appendix 1.
Confidential Information	means any information that is marked or identified as confidential, or that would reasonably be considered to be confidential in nature, that relates to the affairs of a party and is acquired by the other party in anticipation of or as a result of this Licence.
Contractor	means any contractor engaged by the Licensee or tendering to provide goods or services to the Licensee in connection with Licensed Data.
Contractor Licence	means a formal written agreement entered into between the Licensee and a Contractor in accordance with Clause 2.6.
Data	means any text, graphic, image, audio and/or visual material, software, data, database content or other multimedia content, information and material.
Dataset	means any one of the products in digital form listed in Part A of Appendix 2.
DCLG	has the meaning ascribed thereto in Recital (A) at the front of this Licence.
Disclosure Requests	means requests for information relating to this Licence pursuant to FOIA or the Environmental Information Regulations.
Eligible Body	means a Public Body excluding the Excluded Bodies.
End User	has the meaning ascribed thereto in Appendix 1.
End User Licence	has the meaning ascribed thereto in Appendix 1.
Environmental Information Regulations	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations.
Excluded Bodies	means any body whose geographic remit is wholly or mainly in Scotland and/or Northern Ireland, and any other body as may be agreed by Ordnance Survey and DCLG from time to time.
Feature	means any feature represented in a Topographic Dataset, including without limitation any line, polygon, symbol or text.
Feature Attribution	means the characteristics associated with a Feature (subject to the Specification of the relevant Topographic Dataset).
FOIA	means the Freedom of Information Act 2000, the Freedom of Information (Scotland) Act 2002 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioners in relation to such legislation.

Free to Use Data	<p>means Data created by the Licensee:</p> <ul style="list-style-type: none">a) using a Topographic Dataset as a source to infer the position of the Data the Licensee creates; orb) which copies in part a Feature (copying in part meaning where the Data created partially coincides with a Feature in the source Topographic Dataset), <p>in each case provided that the Data:</p> <ul style="list-style-type: none">i) does not copy a Feature in whole, and does not copy a Feature Attribution in whole or in part;ii) does not represent a Feature or Feature Attribution in the source Topographic Dataset;iii) is not a substitute for a Feature or Feature Attribution in the source Topographic Dataset; andiv) can be used independently of the Ordnance Survey Data, <p>and in each case only to the extent that the Data created incorporates IPR owned by Ordnance Survey on behalf of the Crown and/or which is licensed by Ordnance Survey under delegated authority from the Controller of Her Majesty's Stationery Office. For information purposes only, examples of Free to Use Data are published on the Ordnance Survey Website.</p>
Infrastructure Body	<p>means:</p> <ul style="list-style-type: none">a) a body which falls within the definition of 'utility' in Regulation 2 of the <i>Utilities Contracts Regulations 2006</i> or Regulation 2 of the <i>Utilities Contracts (Scotland) Regulations 2006</i>;b) a body which is a provider of a 'Public Electronic Communications Network' as defined in the General Conditions of Entitlement set by the Office of Communications under section 45 of the <i>Communications Act 2003</i>; orc) any other entity as may be agreed by Ordnance Survey and DCLG from time to time as being an infrastructure body, as published on the Ordnance Survey Website.
Independent Advisory Group	<p>means the group to be established, and which will act, in accordance with terms of reference to be agreed between DCLG, Ordnance Survey and The National Archives, which group will, for the avoidance of doubt, include one representative from and appointed by each of DCLG, The National Archives and Ordnance Survey, provided that the Ordnance Survey representative shall sit in an advisory capacity only.</p>
IPR	<p>means intellectual property rights, including copyright, patent, trade mark, design right, database rights, trade secrets, know how, rights of confidence and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them.</p>
Licensed Data	<p>means products in digital form listed in Part A of Appendix 2 as amended from time to time (and associated documentation), including, subject to Clauses 2.3 and 2.4, Data created by the Licensee using or in conjunction with Licensed Data.</p>
Licensed Use	<p>means the Licensee's permitted use of Licensed Data in accordance with Clause 2.2.</p>

Login Details	means any unique login details (such as user names and passwords) as are notified to the Licensee by Ordnance Survey from time to time, for the purpose of the Licensee accessing any on-line ordering system, including for the avoidance of doubt the login credential described in Clause 4.3.2.
Member	means any Eligible Body which has entered into a licence with Ordnance Survey on the same terms as this Licence, and whose licence has not expired, nor been terminated or suspended.
Member Licence Acceptance Form	means the Member Licence Acceptance Form in the form issued by Ordnance Survey.
NAG Datasets	means NAG Postal and NAG Full, being datasets proposed to be created pursuant to a proposed joint venture between Ordnance Survey and Local Government.
One Scotland Licence	means a licence entered into pursuant to the One Scotland Mapping Agreement.
One Scotland Mapping Agreement	means the agreement between Ordnance Survey and Scottish Ministers, signed on 31 March 2009, as varied from time to time.
One Scotland Member	means any body which is a party to an extant One Scotland Licence with Ordnance Survey pursuant to the One Scotland Mapping Agreement.
Ordnance Survey Licence Manager	means Ordnance Survey's Licence Manager, who is identified in Clause 15.1.1, or as otherwise notified to the Licensee from time to time.
Ordnance Survey Data	means Data which Ordnance Survey owns (or is covered by the delegation of authority to Ordnance Survey from the Controller of Her Majesty's Stationery Office) or which Ordnance Survey licenses from a third party including, without limitation, Licensed Data.
Ordnance Survey Website	means the website http://www.ordnancesurvey.co.uk or such other website as Ordnance Survey determines from time to time.
OS OpenData	means the following datasets: 1:250 000 Scale Colour Raster 1:50 000 Scale Gazetteer Boundary-Line™ Land-Form PANORAMA® Meridian™ 2 MiniScale® OS Street View® Stratigi® Code-Point® Open OS Locator™ OS VectorMap™ District
OS OpenData Licence Terms	means the terms set out at http://www.ordnancesurvey.co.uk/oswebsite/opendata/licence/docs/licence.pdf

Pricing and Licensing Team	means a business unit within Ordnance Survey comprising experts in relation to Ordnance Survey's pricing and licensing framework.
Pricing and Trading Group	means Ordnance Survey's corporate governance group (which is a sub-group of the Ordnance Survey Operating Board) concerned with the development and operation of corporate pricing, licensing and trading arrangements.
Principal Contact	means the Member's PSMA Principal Contact, as notified to Ordnance Survey from time to time.
Public Body	means: <ul style="list-style-type: none">a) a body which falls within the definition of 'contracting authority' in Regulation 3 of the Public Contracts Regulations 2006 or Regulation 3 of the Public Contracts (Scotland) Regulations 2006, excluding any Infrastructure Body; and/orb) a Council constituted pursuant to section 2 of the Local Government etc. (Scotland) Act 1994; and/orc) any other entity as may be agreed by Ordnance Survey and DCLG from time to time as being a public body, as published on the Ordnance Survey Website.
Public Sector Mapping Agreement or PSMA	has the meaning ascribed thereto in Recital (A) at the front of this Licence.
Specification	means the specification of any Licensed Data made available via the Ordnance Survey Website as may be updated from time to time in accordance with the PSMA.
Standard Form Contractor Licence	means the suggested form of Contractor Licence available on the Ordnance Survey Website and applicable to this Licence.
Style Guide	means the then current version of the style guide available on the Ordnance Survey Website including electronic artwork and requirements as to the use of acknowledgements of copyright and database right ownership.
Term	means the period between the Commencement Date and the expiry or earlier termination of the PSMA, subject to earlier termination of this Licence.

Topographic Dataset	<p>means any of the following Ordnance Survey Data licensed by the Licensee (whether under this Licence or, in the case of Land-Form PROFILE Contours and Land-Form PROFILE DTM, under another (direct or indirect) licence):</p> <p>1:10 000 Scale Raster 1:25 000 Scale Colour Raster 1:50 000 Scale Colour Raster OS MasterMap® Integrated Transport Network™ Layer OS MasterMap® Topography Layer OS VectorMap™ Local Land-Line Data (as defined in paragraph 1.1 of Part B of Appendix 2) OSCAR Data (as defined in paragraph 2.1 of Part B of Appendix 2) Land-Form PROFILE® Contours Land-Form PROFILE® DTM</p> <p>excluding any IPR in such Ordnance Survey Data which Ordnance Survey licenses from a third party.</p>	
Trade Mark	<p>means the trade marks (both registered and unregistered) of Ordnance Survey, specified in Part A of Appendix 2 of this Licence and/or the Style Guide.</p>	
Updates	<p>means updates, revisions and modifications to Licensed Data that Ordnance Survey may provide (or provide access to) from time to time.</p>	
Withdrawn Datasets	<p>means Land-Line Data and OSCAR Data, as defined in paragraphs 1.1 and 2.1 respectively of Part B of Appendix 2.</p>	
Working Day	<p>means any day other than a Saturday, Sunday, public holiday in England or Wales or Ordnance Survey privilege holiday.</p>	
1.1	<p>In this Licence, unless the context otherwise requires:</p>	<p>grants the Licensee a non-exclusive, non-transferable, revocable licence for Licensed Data for the Term solely for and to the extent permitted by:</p>
1.1.1	<p>words in the singular include the plural and vice versa;</p>	<p>a) the Licensed Use; and</p>
1.1.2	<p>references to: a) a Clause or Appendix are to a clause or appendix of this Licence; b) a party are to a party to this Licence; and c) a statute or statutory provision include any amendment, extension or re-enactment of such statute or provision.</p>	<p>b) the Ancillary Rights.</p>
2	<p>Grant of licence</p>	<p>2.1.2 The Licensee may not use Licensed Data in any way or for any purpose other than as set out in this Clause 2.</p>
2.1	<p>Licence</p>	<p>2.1.3 Apart from the Licensee, no person, firm, or organisation (including without limitation any group company or affiliate) is granted any rights under this Licence.</p>
2.1.1	<p>This Licence shall come into force on the Commencement Date. In consideration for the mutual covenants and obligations in this Licence and the payment and licensing obligations between Ordnance Survey and DCLG in the PSMA together with the payment of £1 by the Licensee to Ordnance Survey (receipt of which is hereby acknowledged), Ordnance Survey</p>	<p>2.1.4 This Licence does not give the Licensee any right to sublicense, distribute, sell or otherwise make Licensed Data available to third parties other than as permitted by the Licensee's Licensed Use and Ancillary Rights.</p>
	<p>2.2 Licensed Use</p>	<p>The Licensee's Licensed Use shall be the</p>

use in accordance with Appendix 1.

2.3 Licensee's Data

2.3.1 Where the Licensee creates Data using or in conjunction with Licensed Data and such Data:

- a) does not incorporate or infringe any IPR in the Licensed Data; and
- b) can be used independently of the Licensed Data;

such Data shall not be subject to the terms of this Licence. Examples of Data that this Clause applies to may be found on the Ordnance Survey Website.

2.4 Free to Use Data

2.4.1 Subject to Clauses 2.4.2 to 2.4.5, Ordnance Survey grants the Licensee a non-exclusive, royalty-free, perpetual licence to use and sub-license IPR in Free to Use Data that are owned by Ordnance Survey or delegated to Ordnance Survey by the Controller of Her Majesty's Stationery Office.

2.4.2 Notwithstanding anything within this Licence to the contrary, the Licensee's use of the Free to Use Data shall not be subject to the terms of this Licence other than the terms contained in this Clause 2.4.

2.4.3 The licence granted in Clause 2.4.1 shall entitle neither the Licensee nor the Licensee's sub-licensees to (and the Licensee shall procure that no sub-licensee shall) re-create, reproduce or represent any Feature Attribution or any Feature in any Topographic Dataset (or any substitution of such Feature Attribution or Feature);

2.4.4 Subject to Clause 9.1, Ordnance Survey shall have no liability in respect of the Licensee's or any of the Licensee's sub-licensees' use of Free to Use Data and the Licensee will indemnify Ordnance Survey and keep Ordnance Survey indemnified from and against all costs, expenses, damages, losses or liabilities incurred or suffered by Ordnance Survey arising out of any third party dispute or claim in connection with the Free to Use Data (including, without limitation, any

product liability claim).

2.4.5 The Licensee must acknowledge the copyright and the source of the Free to Use Data by including the following attribution statement: 'Contains Ordnance Survey data © Crown copyright and database rights [year of issue]'. The Licensee shall include the same acknowledgement requirement in any sub-licences of the Free to Use Data that it grants, and a requirement that any further sub-licences do the same.

2.4.6 Where the Licensee is in doubt as to whether or not something constitutes Free to Use Data, the Licensee shall contact Ordnance Survey for guidance.

2.5 Exemptions Process

2.5.1 The Licensee may, in accordance with this Clause 2.5.1, request that certain Data derived by the Licensee from Licensed Data (for the purposes of this Clause 2.5, 'Derived Data') be licensed on the OS OpenData Licence Terms or as if it were Free to Use Data pursuant to Clause 2.4 above. Each request must:

- a) be made in writing and delivered to Ordnance Survey by email to psma@ordnancesurvey.co.uk or in writing to PSMA enquiries, Customer Services, Adanac Drive, Southampton, SO16 0AS, in each case marked "Derived Data Exemption Request";
- b) be made in the form of the template to be provided by Ordnance Survey from time to time, and shall include, without limitation:
 - i) the name of the relevant Licensed Data product from which the Derived Data has been produced;
 - ii) the area of coverage of the Derived Data and of the relevant Licensed Data product from which the Derived Data has been produced;
 - iii) a representative sample of the Derived Data in question, in an industry standard format as is reasonably specified by Ordnance Survey from time to time; and
 - iv) a detailed description, to Ordnance Survey's reasonable satisfaction, of the precise purpose for which the Derived

Data has been and is expected to be used, and by whom.

2.5.2 Where the Licensee's request complies with the conditions set out at Clause 2.5.1 a) and b) above (a '**Compliant Request**'), Ordnance Survey shall determine whether or not to approve the request in accordance with the process set out below.

- a) The Ordnance Survey Licence Manager shall, within 5 Working Days of receipt by Ordnance Survey of the Compliant Request in accordance with Clause 2.5.1 a) above, refer it to the Pricing and Licensing Team for consideration.
- b) Within 10 Working Days of its receiving a Compliant Request, the Pricing and Licensing Team shall:
 - i) where there is clear precedent, inform the Ordnance Survey Licence Manager as to whether it has approved (either with or without conditions) or declined the request, in which case the Licence Manager shall inform the Licensee of the decision within 5 Working Days. In the event that the Licensee wishes to appeal the decision of the Pricing and Licensing Team, it shall do so, within 15 Working Days of receipt of the decision, in writing (detailing the reasons for its appeal) to the Ordnance Survey Licence Manager, who shall refer the appeal to Ordnance Survey's Pricing and Trading Group for consideration; or
 - ii) where there is not clear precedent, refer the request to Ordnance Survey's Pricing and Trading Group for consideration.
- c) Within 20 Working Days of receiving a Compliant Request further to Clause 2.5.2 b) ii) or an appeal pursuant to Clause 2.5.2 b) i), the Pricing and Trading Group shall either:
 - i) inform the Ordnance Survey Licence Manager that it has approved (either with or without conditions) the request, in which case the Licence Manager shall inform the Licensee of such decision within 5 Working Days, or
 - ii) refer the request to the Independent Advisory Group for consideration.
- d) Within 20 Working Days of receiving a

Compliant Request further to Clause 2.5.2 c) ii) above, the Independent Advisory Group shall make a written recommendation as to whether the request should be approved (either with or without conditions) or declined, containing details justifying such recommendation, to Ordnance Survey's Director General.

- e) Within 20 Working Days of receiving a recommendation pursuant to Clause 2.5.2 d) above, Ordnance Survey's Director General shall, having given due consideration to such recommendation, decide in his or her absolute discretion whether to approve (either with or without conditions) or decline the request, and inform the Ordnance Survey Licence Manager of such decision. The Ordnance Survey Licence Manager shall inform the Licensee of the decision within 5 Working Days of receipt of the Director General's decision. The Licensee acknowledges and agrees that the Ordnance Survey Director General shall have sole discretion in relation to the decision under this Clause 2.5.2 e), which shall not be subject to the Dispute Resolution Procedure set out in Clause 18.
- f) Where, at the relevant stage in the process set out in Clause 2.5.2 a) to e) above, the Pricing and Licensing Team, Pricing and Trading Group, Independent Advisory Group or Director General reasonably considers that it requires further information in relation to the request (or an appeal pursuant to Clause 2.5.2 b) i)), Ordnance Survey shall forthwith request such further information in writing from the Licensee (a '**Further Information Request**'), and the relevant timescale shall be extended by the period of time commencing on the date of the Further Information Request and ending on the date of receipt by Ordnance Survey of the further information requested.

2.6 Contractor Use

- 2.6.1 The Licensee may permit its Contractors, for the purposes of providing, or tendering to provide, the Licensee with goods or services, to use Licensed Data for the Licensee's Licensed Use (and/or to use the Licensee's Login Details for the purpose of accessing the Licensed Data via any on-line ordering system), provided that the Licensee ensures, in a Contractor Licence that:
- a) the applicable restrictions included in this Licence are applied to the Contractor;
 - b) any applicable rights reserved in this Licence in relation to Licensed Data for the benefit of Ordnance Survey are reserved;
 - c) any applicable obligations imposed on the Licensee in this Licence are imposed on the Contractor;
 - d) save as provided in this Licence, any right for the Contractor to use Licensed Data shall terminate automatically on termination or expiry of this Licence;
 - e) Ordnance Survey shall have no liability to any Contractor in respect of Licensed Data or this Licence; and
 - f) Ordnance Survey has rights to enforce directly the terms of the agreement between the Licensee and the Contractor pursuant to the *Contracts (Rights of Third Parties) Act 1999*.
- 2.6.2 Subject to provisions equivalent to Clauses 8.4.1 c), 8.4.2 and 8.4.3, the Licensee may permit its Contractors to retain Licensed Data in an archive for the sole purpose described in Clause 8.4.1 c).
- 2.6.3 The Standard Form Contractor Licence fulfils the requirements of Clauses 2.6.1 and 2.6.2. Where the Licensee ensures that the Contractor executes a licence in such form before the Contractor has access to any Licensed Data (and the Licensee maintains it in force), the Licensee will be deemed to have complied with Clause 2.6.1.
- 2.6.4 The Licensee may grant its Contractors the right to supply and receive copies of the Licensed Data in a digital form to and from its other Contractors provided that:
- a) both Contractors are licensed by the Licensee for the Licensed Data being supplied and/or received;
 - b) the goods or services which each Contractor is providing, or tendering to provide to the Licensee shall each form part of a larger project or related series of works required by the Licensee;
 - c) each Contractor uses copies of Licensed Data supplied by another Contractor solely for the purpose of providing or tendering to provide goods or services to the Licensee as part of the Licensee's Licensed Use;
 - d) the use by a Contractor of Licensed Data supplied by another Contractor shall be governed by its Contractor Licence with the Licensee;
 - e) a Contractor shall not receive any direct or indirect payment, credit or money's worth for the supply of the Licensed Data to another Contractor; and
 - f) a Contractor shall, prior to supplying any Licensed Data to another Contractor, obtain the Licensee's written confirmation that i) the other Contractor is licensed by the Licensee for the Licensed Data being supplied, and ii) the goods or services which each Contractor is providing, or tendering to provide, to the Licensee each forms part of a larger project or related series of works required by the Licensee.
- 2.6.5 The Licensee may provide Licensed Data in paper form only (referred to in this Clause 2.6 as '**Paper Copies**') to a Contractor, without the requirement to enter into a Contractor Licence with such Contractor, provided that the Licensee ensures that:
- a) the Contractor uses the Paper Copies solely for the purposes of providing, or tendering to provide, the Licensee with goods or services for the Licensee's Licensed Use;
 - b) the Paper Copies only cover an area that is proportionate to the goods or services that the Contractor is engaged to provide;
 - c) subject to Clause 2.6.6, the Contractor is not permitted to and shall not copy, sub-license, distribute, sell or otherwise make

- available the Paper Copies to third parties in any form;
- d) the Contractor destroys or returns to the Licensee all such Paper Copies immediately upon i) its completion of the tender or provision of goods or services referred to in Clause 2.6.5 a) or ii) expiry or termination of this Licence, whichever is the sooner, and provides, at the Licensee's request, a sworn statement by a duly authorised person that it no longer holds any such Paper Copies;
- e) neither the Licensee nor the Contractor shall receive any direct or indirect payment, credit or money's worth for the supply of Paper Copies; and
- f) the Paper Copies are clearly marked in accordance with Clause 5.1 and contain a statement stipulating that the Contractor is permitted to use the Paper Copies solely for the purpose of assisting it with the delivery to the Licensee of the goods or services it is engaged to provide.
- 2.6.6 The Licensee shall be entitled to permit its Contractor to supply Paper Copies to any third party provided that the Contractor ensures that:
- a) such third party is engaged to provide:
- i) all or part of the works that the Contractor is engaged to provide to the Licensee (referred to in this Clause 2.6.6 as the '**Works**');
- ii) part of a larger project (which also includes the Works); or
- iii) works which, together with the Works, are part of a series of works required by the Licensee,
- and uses the Paper Copies solely for the purpose of providing i), ii) or iii) above to the Licensee for the Licensee's Licensed Use;
- b) such third party agrees to comply with terms no less onerous than those set out in Clause 2.6.5 b) to f) with respect to its use of Paper Copies under paragraph a) above. For the purposes of this Clause, references in Clause 2.6.5 b) to f) to:
- i) 'Licensee' shall mean 'Licensee's Contractor';

ii) 'Contractor' shall mean the third party to whom Paper Copies are supplied under this Clause; and

iii) 'Licence' shall mean the Contractor Licence.

2.6.7 The Licensee shall be jointly and severally liable with any third party to whom the Licensee is entitled to disclose Licensed Data under this Licence, including, without limitation, any Contractor, for the act or omission of that third party and the Licensee shall enforce the terms of any relevant agreement, including, without limitation, any Contractor Licence, up to and including obtaining judgment in court and taking such other action as Ordnance Survey may request in respect of any breach.

3 Addressing Datasets and Withdrawn Datasets

3.1 The Addressing Datasets, Withdrawn Datasets and, with effect from 1 April 2013, 1:10 000 Scale Raster, are subject to the additional specific terms in Appendix 3 and Part B of Appendix 2, as applicable.

3.2 The Licensee shall, and shall ensure that its Contractors and End Users shall, comply with all restrictions in relation to the Addressing Datasets contained in Appendix 3.

4 Licensee's obligations

4.1 The Licensee shall:

4.1.1 not use Licensed Data for any illegal, deceptive, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of Licensed Data or any person;

4.1.2 use its best endeavours to use adequate technological and security measures, including measures Ordnance Survey may reasonably recommend from time to time, to ensure that all Licensed Data and Login Details which Ordnance Survey provides to the Licensee and/or which the Licensee holds or is responsible for are secure from unauthorised use or access; and

4.1.3 notify Ordnance Survey as soon as the Licensee suspects any infringement of Ordnance Survey's IPR or any unauthorised use of your Login Details and give Ordnance Survey all reasonably required assistance in pursuing any potential infringement or remedying any unauthorised use.

4.2 Ordnance Survey reserves the right to charge the Licensee, and the Licensee shall pay within 30 days of receipt of invoice, a reasonable amount (to be determined in Ordnance Survey's reasonable discretion) for data supply:

4.2.1 using external Hard Disk Drive where the order's data volume could be supplied more reasonably using an alternative physical medium. Any such charge shall be in accordance with paragraph 3.3(a) of Part 3 of Schedule 1 to the PSMA; and/or

4.2.2 where the data is supplied further to a Member's request for a duplicate supply of data (which includes supply of data already supplied to such Member, whether in the same or a different format) on a physical medium.

4.3 Access to Licensed Data

4.3.1 The Licensee may only request delivery of Licensed Data by placing an order through the on-line ordering system described in paragraph 4.3.2, or any replacement of such system from time to time.

4.3.2 The Licensee's registered users will have access to an on-line ordering system. Each Licensee will nominate a 'Principal Contact' who will receive a login 'credential' (email_address/password combination). Principal Contacts will be able to administer the user community for their organisation, including adding, blocking, unblocking and deleting individual user accounts and the assignment of rights. In addition to registered users from within a Licensee's own organisation, each Licensee will be entitled to nominate one email address from outside of the Licensee's organisation to receive electronic delivery of data via the on-line ordering system, provided that such email address is the email address of a third party which has been appointed as a Contractor under Clause 2.6 of this Licence.

4.3.3 Ordnance Survey shall be entitled to assume that where the on-line ordering system is accessed using the Licensee's Login Details, such access is authorised by the Licensee.

4.3.4 The Licensee may request delivery of Licensed Data via the options made available to the Licensee at the point of order, subject to the following restrictions:

a) only a limited number of OS MasterMap Datasets are (and the NAG Datasets will, subject to footnote 1 in Part A of Appendix 2, be) available for delivery by File Transfer Protocol (FTP) and only where the size of the Licensed Data ordered is less than 400MB; and

b) Licensed Data may be delivered on hard disk where the size of the order is greater than 50GB.

4.3.5 Ordnance Survey cannot be held responsible for any postal service delays in delivering any physical media.

4.3.6 If the Licensee is, immediately prior to the Commencement Date, directly licensed by Ordnance Survey under the PGA, the MSA or the GLA Agreement (each of which is defined in the PSMA), it shall be obliged to retain its existing Dataset holdings licensed under such agreement, provided that such Datasets are also licensed under this Licence. For the avoidance of doubt, as of the Commencement Date, such holdings will be licensed under the terms of this Licence.

4.4 Relevant Local Authority Authority Dataset Supply Obligations

4.4.1 In this Clause 4.4, the following expressions shall have the following meanings:

Authority Dataset means the Relevant Local Authority's Local Land and Property Gazetteer and/or Local Street Gazetteer which, as at 25 January 2011, are compiled and maintained by the Relevant Local Authority for its area in accordance with the MSA National Dataset Licence;

GeoPlace LLP means the limited liability partnership with registered number OC359627, and whose registered office is at Layden House, 76-86 Turnmill Street, London, EC1M 5LG;

LGIH means Local Government Information House Limited;

LLP Local Authority Data Supply Agreements means the agreement to be entered into by GeoPlace LLP and Relevant Local Authorities, on substantially the terms of, and to replace, the MSA National Dataset Licences;

MSA National Dataset Licences means the existing contractual relationship between LGIH and local authorities, for the supply by local authorities to LGIH of Authority Datasets; and

Relevant Local Authority means a Licensee who is also a party to, and which has licensing and supply obligations pursuant to Part 1 of Schedule 2 of, the MSA National Dataset Licence (or is a party to the LLP Local Authority Data Supply Agreement).

4.4.2 In the event that a Relevant Local Authority:

- a) does not enter into an extension of the MSA National Dataset Licence (extending such licence until 1 April 2012) (or any subsequent extension that may be required) in the form presented by LGIH within 30 days of being requested to do so by LGIH; or
- b) does not enter into an LLP Local Authority Data Supply Agreement (or any replacement of such agreement) in the form presented by LGIH or GeoPlace LLP, within 30 days of being requested to do so by LGIH or GeoPlace LLP; or
- c) fails to perform any obligation under either of the agreements referred to in Clause 4.4.2 a) or b) (or any replacement of either agreement) including, without limitation, failing to supply LGIH or GeoPlace LLP with updates to the Relevant Local Authority's Authority Datasets;

such event shall be deemed to be a material breach of this Licence by the Licensee and Ordnance Survey shall be entitled to exercise its suspension rights under Clause 8.1 of this Licence.

4.4.3 In the event that a Relevant Local Authority fails to remedy any breach described in any of Clauses 4.4.2 a) to c) above (as applicable) within 30 days of the date of Ordnance Survey providing notice of suspension pursuant to Clause 8.1, Ordnance Survey shall be entitled to exercise its general termination rights under Clause 8.2 of this Licence in relation to such Relevant Local Authority.

5 Trade Marks and rights acknowledgement

- 5.1 The Licensee must ensure that acknowledgements of copyright and database right ownership are included in a conspicuous position in all copies of Licensed Data in compliance with the Style Guide.
- 5.2 The Licensee may not use any Trade Marks except where it wishes to acknowledge Ordnance Survey or particular Licensed Data when exercising Public Sector Use rights under Appendix 1.
- 5.3 The Licensee has no right to sub-license the right to use Trade Marks.
- 5.4 If the Licensee is entitled to use a Trade Mark, it shall apply it in accordance with the Style Guide.
- 5.5 The Licensee shall ensure that any use of the name Ordnance Survey and any other Trade Mark includes the ® or ™ symbol as shown in relation to such Trade Mark in Appendix 2 or the Style Guide.
- 5.6 The Licensee will not tamper with or remove any Trade Mark symbols or notices.

6 Variation

- 6.1 Subject to Clause 6.2, no variation or purported variation of any provision of this Licence shall be effective unless it is in writing, refers specifically to this Licence and is duly executed by each party.

6.2 Ordnance Survey shall be entitled at any time to amend this Licence where such amendments have been agreed between Ordnance Survey and DCLG or where Ordnance Survey has given DCLG notice of any such amendments in accordance with the PSMA. All such amendments shall become incorporated into this Licence on the date which Ordnance Survey shall specify in a written notice to the Licensee.

6.3 Any such amendments which may be made to the form of the Contractor Licence or the End User Licence shall be incorporated by the Licensee without delay into any Contractor Licence or End User Licence executed by the Licensee's Contractors and End Users and shall be enforced by the Licensee.

7 Auditing

7.1 The Licensee shall provide evidence of compliance with its obligations under this Licence, if so requested by Ordnance Survey.

7.2 The Licensee will maintain accurate and complete records of its Licensed Use and, in particular, those instances where Licensed Data is provided to a third party as permitted by the Licensee's Licensed Use. Ordnance Survey and/or its representatives have the right on reasonable notice during business hours to enter the Licensee's premises to inspect and audit the Licensee's systems, operations and all supporting documentation to ensure the Licensee's compliance with this Licence and to take copies of any necessary records. The Licensee shall, at its expense, make appropriate employees and facilities available to provide Ordnance Survey with all reasonable assistance to enable such inspection, auditing and copying to take place.

7.3 The Licensee will comply with reasonable measures stipulated by Ordnance Survey as a result of any audit.

8 Suspension, termination and expiry

8.1 Suspension

8.1.1 In the event the Licensee is in breach of this Licence, Ordnance Survey may on notice to the Licensee with immediate effect suspend:

- a) the Licensee's Login Details and access to any on-line or other ordering service which may be made available by Ordnance Survey from time to time for the purpose of providing access to Licensed Data;
- b) the provision and licensing of Updates;
- c) any resupply of Licensed Data; and/or
- d) the Licensee's access to any other services provided by Ordnance Survey under or in relation to this Licence or the PSMA,

in each case until such breach has been remedied to the satisfaction of Ordnance Survey. This right is without prejudice to any other rights Ordnance Survey has under this Licence or at law.

8.2 General termination rights

Ordnance Survey may terminate this Licence with immediate effect by giving the Licensee notice in writing in the event that:

- 8.2.1 the Licensee is in material breach of any term of this Licence (which, for the avoidance of doubt, shall include the Licensee's failure to comply with paragraph 11.3 of Appendix 1) and such breach is either incapable of being remedied or is not remedied within 30 days of a written request to do so;
- 8.2.2 the Licensee is in persistent breach of this Licence;
- 8.2.3 the Licensee ceases to carry on business or to be an Eligible Body;
- 8.2.4 the Licensee discloses Confidential Information of Ordnance Survey or uses or authorises use of Ordnance Survey's IPR outside the scope permitted by this Licence;

8.2.5 Ordnance Survey loses the right to administer Crown copyright and/or Crown database right in respect of Licensed Data; or

8.2.6 the Licensee's cap on liability referred to in Clause 9.3 is exceeded.

8.3 Automatic expiry of this Licence

This Licence shall expire automatically without notice in the event that the PSMA is terminated or expires.

8.4 Effects of termination or expiry of this Licence

8.4.1 In the event of termination or expiry of this Licence:

- a) any accrued rights and remedies will not be affected;
- b) the Licensee shall within 30 days of such termination or expiry destroy (or at Ordnance Survey's option return) all Licensed Data under this Licence, in any media, which the Licensee holds or for which the Licensee is responsible (including any Licensed Data embedded in any other material) and provide, at the request of Ordnance Survey, a sworn statement by a duly authorised person that the Licensee no longer holds any Licensed Data (or Login Details) other than in accordance with Clause 8.4.1 c);
- c) except in the event of termination by Ordnance Survey under any of Clauses 8.2.1 to 8.2.6 and subject to Clauses 8.4.2 and 8.4.3, the Licensee may retain Licensed Data in an archive following termination or expiry of this Licence for the sole purpose of addressing a complaint or challenge from a regulator or other third party, to comply with National Audit Office requirements or to respond to a parliamentary question (or a question in the National Assembly for Wales), in each case regarding the Licensee's use of such Licensed Data during the term of this Licence;
- d) the Licensee shall cease to be entitled to use any Login Details in order to access the on-line ordering service; and
- e) the Licensee shall terminate any Contractor Licence or End User Licence with immediate effect.

8.4.2 The Licensee's rights under Clause 8.4.1 c) are on condition that:

- a) insofar as they relate to Addressing Datasets, they are subject to the provisions of Appendix 3;
- b) the Licensee shall not disclose Licensed Data retained under Clause 8.4.1 c) to any regulator or other third party except to the extent necessary for the relevant purpose and in paper or read-only electronic format only;
- c) the Licensee must store such Licensed Data separately from any other Ordnance Survey Data which the Licensee holds; and
- d) subject to Clause 9.1, Ordnance Survey shall have no liability in respect of the Licensee's use of such Licensed Data following termination or expiry of this Licence.

8.4.3 Ordnance Survey may terminate the Licensee's right under Clause 8.4.1 c) at any time in the event that:

- a) the Licensee uses or discloses the relevant Licensed Data other than strictly in accordance with Clause 8.4.1 c);
- b) the Licensee breaches any surviving term of this Licence; and
- c) one of the events in Clauses 8.2.3 to 8.2.5 occurs,

in which event the Licensee shall comply with an obligation equivalent to Clause 8.4.1 b) in respect of such Licensed Data.

8.4.4 The provisions of this Licence intended to survive termination or expiry, including without limitation, Clauses 1, 2.4, 2.6.7, 3, 4.1, 6.2, 7, 8.4, 9, 11, 12.2, 13, 14, 16, 17 and 18 shall continue in full force and effect, notwithstanding such termination or expiry.

9 Liabilities

9.1 Nothing in this Licence shall exclude or limit either party's liability for:

- 9.1.1 death or personal injury to the extent it results from its negligence, or that of its employees or agents; or
- 9.1.2 fraud or fraudulent misrepresentation.

- 9.2 Neither party will be liable to the other in contract, tort (including negligence) or otherwise for any loss of profits, loss of business or loss of contracts or for any special, indirect or consequential losses or damages, provided that neither this Clause 9.2 nor any other provision of this Licence shall:
- a) prevent Ordnance Survey from recovering from the Licensee i) all amounts lawfully due in respect of all infringements and breaches of IPR by the Licensee, and/or ii) all liabilities, damages, penalties, costs, expenses or other loss suffered or incurred by Ordnance Survey in relation to any breach by Ordnance Survey of competition law to the extent such loss results from the Licensee's breach of paragraph 11 of Appendix 1,
 - b) prevent either party recovering from the other in respect of breaches of the other party's Confidential Information, or
 - c) limit the amount Ordnance Survey is entitled to recover under Clause 2.4.4.
- 9.3 Subject to Clauses 9.1 and 9.2, where a claim arises under or in connection with the terms of this Licence, the total and aggregate liability of each party for all claims made (whether in contract, tort (including negligence) or otherwise) during the Term under or in connection with this Licence will not at any time exceed £340,000.
- 9.4 Ordnance Survey excludes to the fullest extent permissible by law all warranties, conditions, representations or terms, whether implied by, or expressed in, common law or statute including, but not limited to, any regarding the accuracy, compatibility, fitness for purpose, performance, satisfactory quality or use of the Licensed Data.
- 9.5 The Licensee is responsible for all use of Licensed Data obtained using the Licensee's Login Details.

10 Events outside a party's control

Save for any obligation to make payment, neither party will be responsible for any delay or failure in carrying out obligations under this Licence if the delay or failure is caused by circumstances beyond the reasonable control of the affected party. In such circumstances the affected party will notify the other of any such likelihood as soon as possible. The affected party shall be allowed a reasonable extension of time to carry out its obligations in these circumstances.

11 Confidentiality and FOI

11.1 The parties agree:

11.1.1 to use Confidential Information of the other only for the purposes of discussions between the parties relating to their business relationship, and for performing obligations and exercising rights granted under this Licence;

11.1.2 to keep all Confidential Information secure, and to disclose it only to those employees, consultants, directors and professional advisers who need to know such Confidential Information and who are subject to at least the same obligations of confidentiality as those set out in this Clause 11;

11.1.3 to notify the other without delay of any unauthorised use, copying or disclosure of the other's Confidential Information of which it becomes aware and provide all reasonable assistance to the other to stop such unauthorised use, copying and/or disclosure; and

11.1.4 except as required by law or by governmental or regulatory requirements (which, for the avoidance of doubt, shall include any requirements for disclosure under the FOIA and/or the Environmental Information Regulations), not to disclose Confidential Information to any third parties unless expressly permitted under this Clause 11 or with the other's prior written consent.

11.2 The obligations in this Clause 11 do not apply to any information which is in the public domain (other than through the breach of any obligation of confidentiality) or which a party can demonstrate was previously known to it (unless acquired directly from the other party or in breach of any obligation of confidentiality) or was independently developed by it without the use of any Confidential Information.

11.3 Both parties acknowledge that the other may receive Disclosure Requests.

11.4 Subject to the application of any relevant exemption(s) and, where applicable, the public interest test, both parties further acknowledge that the other may be obliged to disclose information pursuant to such a Disclosure Request. Where a party consults the other in accordance with section IV (consultation with third parties) of the code of practice issued under section 45 of the FOIA (or, as the case may be, any code of practice issued under powers contained in the Environmental Information Regulations), each party hereby agrees to respond to any such consultation promptly and within any reasonable deadline set by the other party. Each party acknowledges that it is for the party receiving the Disclosure Request to determine whether or not such information should be disclosed.

12 Assignment, subcontracting and sublicensing

12.1 Except as provided in this Licence, or as otherwise agreed from time to time, neither party may assign, subcontract or sublicense their rights and obligations under this Licence without the prior written consent of the other party, such consent not to be unreasonably withheld.

12.2 Ordnance Survey is entitled to assign, transfer, novate, subcontract or sublicense the benefits and obligations of this Licence to any government body or nominated subcontractor or, in the event of the transfer of all or any of the activities or functions of Ordnance Survey to any other entity, to the entity to which such activities or functions have been transferred. The Licensee agrees to the assumption of the obligations of Ordnance Survey under this Licence by that entity and, if required, shall enter into an agreement to this effect.

13 Entire agreement

This Licence and any documents referred to in it constitute the entire agreement and understanding between the parties concerning its subject matter.

14 Waiver

14.1 The waiver on a particular occasion by either party of rights under this Licence does not imply that other rights will be waived.

14.2 No delay in exercising any right under this Licence shall constitute a waiver of such right.

15 Notices

15.1 Any notice under this Licence shall be given by prepaid first-class post, recorded delivery, email, fax or by hand to the following contact details:

15.1.1 for Ordnance Survey: Andy Wilson,
Ordnance Survey, Adanac Drive,
SOUTHAMPTON, SO16 0AS,
United Kingdom;
Fax: 0845 099 0494;
E-mail: andy.wilson@ordnancesurvey.co.uk

15.1.2 for the Licensee: to the Principal Contact,
at the address, email and fax details
which the Licensee has submitted to
Ordnance Survey (or in the absence of
such details to the Licensee at the
address of the Licensee's registered
office or principal place of business),

15.1.3 or such other contact details as either
party shall notify to the other in writing.

15.2 Any notice sent by prepaid first-class post or recorded delivery shall be deemed to have been served two business days after posting. Any notice sent by fax shall be deemed to have been served on the next business day following sending, provided that electronic confirmation of transmission has been received. Any notice sent by email shall be deemed to have been served on the next business day following sending, provided that it is not returned to the sender undelivered. Any notice delivered by hand shall be deemed to have been served on the same day if received before 4 00 pm on a business day, or on the next business day if received after 4 00 pm.

16 **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this Licence has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any term of this Licence.

17 **Jurisdiction and governing law**

17.1 This Licence will be governed by and construed in accordance with the law of England and Wales. Subject to Clause 18, both parties submit to the exclusive jurisdiction of the English courts in respect of any proceedings issued by either party in connection with this Licence. This Clause 17.1 shall have no application where the Licensee is a Crown body, in which case Clause 17.2 shall apply.

17.2 This Clause 17.2 shall only apply where the Licensee is a Crown body. This Licence is an intra-governmental agreement between two Crown bodies and is not legally binding. This Licence will however be construed in accordance with the law of England and Wales and the parties will observe the terms of this Licence as if it were legally binding.

18 **Dispute resolution procedure**

18.1 Nothing in this Dispute Resolution Procedure shall relieve the Licensee or Ordnance Survey from any obligation arising under or in connection with this Licence or affect the resolution of any dispute, difference or question between the Licensee and Ordnance Survey arising out of or in connection with this Licence (a **'Matter'**) and as to which either party's decision is under this Licence to be final and conclusive (a **'Reserved Matter'**). Reserved Matters shall specifically include i) all disputes relating to Competing Activities which are to be determined under paragraph 11.2 of Appendix 1, and ii) decisions under the Exemptions process (set out in Clause 2.5) which are to be made by the Director General of Ordnance Survey under Clause 2.5.2 e). For the avoidance of doubt, where the Licensee is not a Crown body, this Clause 18.1 shall not restrict either party's ability to commence court proceedings in respect of any Matter (save for any Reserved Matters specified

above.

18.2 Subject to Clause 18.1, where any Matter cannot be resolved between the Licensee and Ordnance Survey either of them shall be entitled, by written notice to the other, to refer the Matter to a senior representative of the Licensee and of Ordnance Survey in accordance with Clause 18.4 below.

18.3 Except as strictly required to preserve the legal rights of the Licensee or of Ordnance Survey (as the case may be), neither the Licensee nor Ordnance Survey shall commence court proceedings until the process set out in Clauses 18.2 to 18.9 has been concluded, provided nothing in this Clause shall prevent either party seeking interim relief or other judicial relief at any time if in its judgment such action is necessary to prevent irreparable damage. This Clause 18.3 shall only apply where the Licensee is not a Crown body.

18.4 Where a notice of referral has been given pursuant to Clause 18.2, a senior representative of the Licensee (Senior Civil Servant or a person of equivalent authority) and a senior representative of Ordnance Survey (a director or a person of equivalent authority) (each a **'Senior Representative'**) shall meet within 15 Working Days from, but excluding, the date when the recipient receives the notice of referral, to endeavour to resolve the Matter. Each Senior Representative may be accompanied to such meeting by such other person or persons (not to exceed three, unless otherwise agreed by the parties) as that Senior Representative considers appropriate. Where agreed between the Licensee and Ordnance Survey, the Senior Representatives shall have had neither direct operational involvement in the Matter nor direct involvement in any previous negotiations in relation to the Matter.

18.5 Where the Senior Representatives agree a resolution to the Matter, the Senior Representatives shall record such agreement in writing and the agreed written resolution shall be treated as binding upon the Licensee and Ordnance Survey.

- 18.6 Where the Senior Representatives are unable to agree a resolution to the Matter either party (the **'Requestor'**) may request that the other Party (the **'Recipient'**) enter into a process of mediation or early neutral evaluation in a further effort to resolve the Matter (a **'Request'**). Any Request shall:
- 18.6.1 be made in writing;
- 18.6.2 specify which of the two processes the Requestor wishes to use; and
- 18.6.3 propose in outline the procedure to be adopted for the specified process, including provision as to timing, sharing of costs and volume of documentation, having regard to the sum in issue and the complexity of the Matter.
- 18.7 The Recipient shall, within 15 Working Days from, but excluding, the date it receives the Request:
- 18.7.1 determine whether it considers it appropriate to use the specified process in an effort to resolve the Matter; and
- 18.7.2 send written notice of its determination to the Requestor. If the Recipient's determination is that it does not consider it appropriate to use the specified process, the Recipient shall give in its written notice brief reasons for that determination.
- 18.8 If the Recipient's determination pursuant to Clause 18.7 is that it is appropriate to use the specified process, the written notice sent pursuant to Clause 18.7 shall:
- 18.8.1 state which, if any, of the Requestor's outline proposals for the procedure are acceptable to the Recipient; and
- 18.8.2 to the extent that the Recipient is unable to agree to such outline proposals, state its outline proposals in respect of the procedure, having regard to the sum in issue and the complexity of the Matter. Such written notice may also contain proposals as to any matter that the Recipient considers ought to have been dealt with in the outline proposals in the Request, but that were not so dealt with.
- 18.9 Where the Recipient's determination under Clause 18.7 is that it is appropriate to use the specified process, the Licensee and Ordnance Survey shall use reasonable endeavours to conclude an agreement to operate the specified process.
- 19 *Electronic Commerce (EC Directive) Regulations 2002***
- It is agreed that the provisions of Regulations 9 and 11 of the *Electronic Commerce (EC Directive) Regulations 2002*, relating to contracts made online, shall not apply to this Licence.

Appendix 1 – Licensed Use

Public Body

- 1 Licensed Use**
- 1.1 The Licensee's Licensed Use of Licensed Data is:
- 1.2 Business Use (as set out in paragraph 3); and
- 1.3 Public Sector Use as set out in paragraph 4.
- 2 Definitions**
- 2.1 In this Appendix 1:
- 2.1.1 **Commercial Activity** means any activity which involves or is intended to involve Financial Gain.
- 2.1.2 **Competing Activity** means where the Licensee uses Licensed Data under this Licence in an activity which:
- a) competes with an activity of a third party that is licensed for Licensed Data;
- b) is reasonably likely to compete with an activity of a third party that is licensed or to be licensed for Licensed Data; or
- c) competes with or substitutes or is reasonably likely to compete with or substitute the products and/or services of Ordnance Survey (such products and/or services to be notified by Ordnance Survey to the Licensee from time to time).
- 2.1.3 **Core Business** means any public sector activity in central and local government and health services, excluding Commercial Activities and/or Competing Activities.
- 2.1.4 **Educational Funding Authority** means any of the following, or their successors: Higher Education Funding Council for England; Higher Education Funding Council for Wales; Scottish Funding Council; Department for Employment and Learning; Skills Funding Agency and Young People's Learning Agency; and Department for Children, Education, Lifelong Learning and Skills within the Welsh Assembly Government.
- 2.1.5 **Educational Use** means use for the purposes of teaching, learning, research or study by a School, Teachers' Training Establishment or an HFE institution.
- 2.1.6 **Emergency Service** means any person, body or entity (other than the Licensee) involved in responding immediately to an Emergency Situation.
- 2.1.7 **Emergency Situations** means unforeseen acts or events (beyond the Licensee's reasonable control) requiring the Licensee to respond urgently, including but not limited to any of the following: war; acts of god (including but not limited to fire, flood, earthquake, windstorm or other natural disaster); terrorist attacks; civil war; civil commotion; nuclear, chemical or biological contamination; interruption of utilities; and fire, explosion or accidental damage.
- 2.1.8 **Emergency Use** means use of Licensed Data by an Emergency Service to enable the Emergency Service to respond immediately to an Emergency Situation.
- 2.1.9 **End User** means a person entering into an End User Licence with the Licensee for the End User Purpose.
- 2.1.10 **End User Licence** means the Public Sector End User Licence Agreement (the term of which shall not exceed the Term) available on the Ordnance Survey Website and applicable to this Licence.
- 2.1.11 **End User Purpose** means a specific project or activity required to deliver or support the delivery of Core Business by the Licensee and that has been specified in and which is permitted by the End User Licence.
- 2.1.12 **Financial Gain** means any revenue or credit received which exceeds the Licensee's incremental costs of supplying or making available to a recipient any copy of any Licensed Data. Financial Gain does not include any receipts from Statutory Charges.
- 2.1.13 **HFE Institution** means a higher or further education institution or research council, in each case located in Great Britain and eligible to receive support from an Educational Funding Authority.
- 2.1.14 **Joint Initiative** means a specific project whereby two or more public authorities (including the Licensee and at least one One Scotland Member) co-operate to achieve the successful completion of an initiative, which directly results in each authority fulfilling its own statutory obligations.
- 2.1.15 **Royal Mail Data** means data or IPR owned by Royal Mail Group Limited or Royal Mail Group plc (or which Royal Mail Group Limited or Royal Mail Group plc licenses from a third party), which are incorporated in any of the Licensed Data.
- 2.1.16 **School** means a state, public or independent school in Great Britain which is properly authorised as a School by the Department for Education or the Scottish Government Education Department (or their successors) and has a unique DCSF Reference Number (or its Department for Education equivalent) or Scottish SEED number, and excludes European schools.
- 2.1.17 **Statutory Charge** means charges which the Licensee is expressly permitted to charge pursuant to a formal written enactment of a legislative authority that governs the United

Kingdom of Great Britain and Northern Ireland, Scotland, Wales, and/or Northern Ireland to which the Licensee is subject.

2.1.18 **Teachers' Training Establishment** means an institution in Great Britain accredited as a provider of teacher training courses by the Training and Development Agency for Schools or by the Higher Education Funding Council for Wales, or their successors.

2.2 For the avoidance of doubt, references to Licensed Data in paragraphs 4, 5, 6, 7, 8 and 9 shall include Data created using Licensed Data, to the extent that the Data created incorporates IPR owned by Ordnance Survey or delegated to Ordnance Survey by the Controller of Her Majesty's Stationery Office, provided that this paragraph is subject to paragraph 2.3.

2.3 Where paragraphs 4.2.6, 9 and 10.1.2 refer to Licensed Data, such reference is limited to Data created using Licensed Data to the extent that the Data created incorporates IPR owned by Ordnance Survey or delegated to Ordnance Survey by the Controller of Her Majesty's Stationery Office.

3 Business Use

3.1 Business Use is the use of Licensed Data solely for the internal administration and operation of the Licensee's business.

3.2 Business Use does not entitle the Licensee to make available or to provide Licensed Data to third parties.

4 Public Sector Use

4.1 Public Sector Use is the use of Licensed Data to support delivery of or to deliver the Licensee's Core Business.

4.2 Public Sector Use does not entitle the Licensee to make available or to provide Licensed Data to third parties, save as follows:

4.2.1 in accordance with the Public Sector Data Sharing provisions in paragraph 5;

4.2.2 in accordance with the Joint Initiative Data Sharing provisions in paragraph 6;

4.2.3 in accordance with the End User Licensing provisions in paragraph 7;

4.2.4 in accordance with the Emergency Situations Licensing provisions in paragraph 8;

4.2.5 in accordance with the Pre-approved Supply to Licensed Third Party provisions in paragraph 9; and

4.2.6 where the Licensee makes Licensed Data available for public viewing (whether by way of the internet or otherwise), in either hard copy form and/or as a raster file, or as a copy protected vector file, where such display forms part of the Licensee's Core Business and the Licensee complies with the obligations in paragraph 10.

5 Public Sector Data Sharing

5.1 Public Sector Data Sharing is the supply to any third party (including Infrastructure Bodies and Public Bodies) and receipt from Infrastructure Bodies and Public Bodies of copies of any Licensed Data.

5.2 Public Sector Data Sharing is subject to the following conditions:

5.2.1 **Sharing Party** means the third party to whom Licensed Data is supplied or Infrastructure Body or Public Body from whom Licensed Data is received pursuant to this paragraph 5;

5.2.2 subject to paragraphs 1.5 and 2.5 of Part B of Appendix 2, both the Licensee and the Sharing Party must be licensed for Business Use, Public Sector Use or Educational Use for the same area of coverage of the same Licensed Data being supplied and/or received;

5.2.3 the Licensee shall obtain written confirmation from the third party to whom the Licensee supplies Licensed Data that the third party is licensed for Business Use or Public Sector Use for the same area of coverage of the same Licensed Data being supplied;

5.2.4 the use of the Licensed Data the Licensee receives from an Infrastructure Body or Public Body shall be governed by the terms of this Licence;

5.2.5 the supply by the Licensee to a third party is to support delivery of or to deliver the Licensee's Core Business;

5.2.6 the Licensee shall maintain a written record of:

a) the names and addresses of Sharing Parties from whom the Licensee receives or to whom the Licensee supplies Licensed Data;

b) the Licensed Data which was received by the Licensee from and/or supplied by the Licensee to the Sharing Parties; and

c) when the Licensed Data was received by the Licensee from and/or supplied by the Licensee to the Sharing Parties,

and the Licensee shall retain the written record until it ceases to use the Licensed Data and no longer retains an archive of it in accordance with Clause 8.4.1(c). Upon the written request of Ordnance Survey the Licensee shall provide a copy of that written record to Ordnance Survey; and

5.2.7 subject to Clause 10.1, Ordnance Survey shall have no liability to the Licensee or the Sharing Party in respect of the Licensed Data received from and/or supplied to a Sharing Party.

6 Joint Initiative Data Sharing

6.1 Where the Licensee is engaged in a Joint Initiative, the Licensee shall be entitled to provide such Licensed Data to the relevant One Scotland

Member as is necessary to fulfil any cross border element of the Joint Initiative ('**Joint Initiative Data**'), provided that:

- 6.1.1 the relevant One Scotland Member is licensed under a One Scotland Licence for the same Licensed Data (notwithstanding that such member is licensed for the geographic area of Scotland only) as is being supplied under this paragraph 6.1; and
- 6.1.2 the Licensee shall keep, and provide to Ordnance Survey on request, a written record of all Joint Initiatives under which it provides any Joint Initiative Data, including a record of the Joint Initiative Data provided, the One Scotland Member to whom it was provided, the date on which it was provided, the date on which the Joint Initiative was completed or otherwise terminated and whether, on completion or termination of the Joint Initiative, the Joint Initiative Data was destroyed by the One Scotland Member or returned to the Licensee.

7 End User Licensing

- 7.1 End User Licensing is the supply by the Licensee of copies of Licensed Data to an End User which has entered into and adheres to the terms of an End User Licence for the End User Purpose.
- 7.2 In making Licensed Data available under this paragraph 7, the Licensee shall comply with the watermarking obligation in paragraph 10.1.2 b).

8 Emergency Situations Licensing

- 8.1 In Emergency Situations, the Licensee may provide Licensed Data to Emergency Services who are not licensed to use the same, to the extent required for, and for the purposes only of, Emergency Use.
- 8.2 Where the Licensee has provided Licensed Data to Emergency Services for Emergency Use, the Licensee shall within sixty (60) days of such provision, provide Ordnance Survey with:
 - 8.2.1 a description of the precise Licensed Data that has been provided (including area of coverage);
 - 8.2.2 the format in which it was provided;
 - 8.2.3 the full correct name, address and contact details of the recipient Emergency Service;
 - 8.2.4 the date on which the Licensed Data was provided to the recipient Emergency Service; and
 - 8.2.5 a description of the particular Emergency Situation and the particular purpose for which the Emergency Use was required.
- 8.3 In the event that the recipient Emergency Service does not agree to license, return or destroy the data provided to it by the Licensee for Emergency Use, the Licensee agrees to use its reasonable endeavours to assist Ordnance Survey in procuring that the Emergency Service concerned either destroys the data or returns it to Ordnance Survey and/or the Licensee.

9 Pre-approved Supply to Third Parties licensed under a Framework Contract (Partner)

- 9.1 The Licensee may supply Licensed Data to a third party in accordance with paragraph 9.2, provided that the following conditions are fulfilled:
 - 9.1.1 the third party must be licensed by Ordnance Survey under a Contract (as defined in the Framework Contract (Partners) (the "FC(P)")) entered into pursuant to the FC(P) for the same area of coverage of the same Licensed Data being supplied;
 - 9.1.2 the Licensee must not charge any licensing or other fees or charges to the third party in relation to the Licensed Data, save for a one-off upfront payment in respect of administration expenses;
 - 9.1.3 the supply must be to support delivery of or to deliver the Licensee's Core Business (and the parties agree that supply of Licensed Data pursuant to this paragraph 9 shall be deemed not to be a Competing Activity or Commercial Activity); and
 - 9.1.4 the supply shall be subject to a licence (whether express or implied) of any of the Licensee's IPR in the Licensed Data, granted on a worldwide, perpetual, royalty free, irrevocable, non-exclusive basis, and not containing any restrictions, including as to copying, distribution, transmission, adaptation or commercial exploitation (whether by sub-licensing, combining it with other data, or by including it in products or applications).
- 9.2 Subject to paragraph 9.1 above, the Licensee may, as an alternative to entering into an FCP with Ordnance Survey and sub-licensing the relevant data to the third party in accordance with the FCP, request in writing that Ordnance Survey license the Licensed Data direct to the third party. Within 30 Working Days of receipt of such request, Ordnance Survey shall use reasonable endeavours to provide a side agreement to the Licensee, between Ordnance Survey, the Licensee and the third party. The Licensee shall arrange signature of the side agreement by the Licensee and the third party, and shall return the side agreement to Ordnance Survey. Following confirmation by Ordnance Survey of receipt of such signed side agreement, the Licensee shall be entitled to supply the relevant Licensed Data to the third party.

10 Licensee's Obligations

- 10.1 In addition to the Licensee's other obligations set out in the Licence, the Licensee shall ensure that:
 - 10.1.1 for the avoidance of doubt, copyright, database right and trade mark acknowledgements (in accordance with Clause 5 of the Licence) are included on the Licensed Data and on any copies the Licensee or End User produce;
 - 10.1.2 where the Licensee makes Licensed Data publicly available in accordance with paragraph 4.2.6 above:

- a) in relation to Licensed Data made available as a raster file or a copy protected vector file only, the Licensee shall ensure that the phrase 'Use of this data is subject to terms and conditions' is set out (in legible font and in a conspicuous position) on the electronic copy of each mapping image presented on screen, and such phrase provides a clear hyperlink to a copy of the conditions set out in i) to iii) below:
- i) "You are granted a non-exclusive, royalty free, revocable licence solely to **view** the Licensed Data for **non-commercial purposes** for the period during which [insert name of Licensee] makes it available;
- ii) you are not permitted to copy, sub-license, distribute, sell or otherwise make available the Licensed Data to third parties in any form; and
- iii) third party rights to enforce the terms of this licence shall be reserved to Ordnance Survey";
- b) a background watermark to identify the source of the Licensed Data must be included on any electronic copies (including publication on the internet) of 1:10 000 Scale Raster, OS MasterMap Integrated Transport Network Layer, OS MasterMap Topography Layer, OS VectorMap Local, Land-Line, OSCAR and the Addressing Datasets (save, in the case of Addressing Datasets, where and to the extent that the relevant Addressing Dataset is used as part of an External Transaction Solution (as defined in Part A of Appendix 3)). The watermark must appear at least once and cover at least 10% of the map image reproduced. Notwithstanding the foregoing, where the Licensee has a statutory obligation to publish planning applications on the internet, the Licensee may, in its discretion, elect not to include such background watermark on any mapping extracts which form part of any such planning application;
- c) in relation to Licensed Data made available in hard copy form for members of the public to take away, the Licensee shall ensure that the following licence condition is set out in legible font and in a conspicuous position on the hard copy:
 'You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form'; and
- d) for the avoidance of doubt, in relation to Licensed Data made available in hard copy form for members of the public to view, but not to take away, the obligation set out in paragraph 10.1.2 c) above shall not apply.

Activity or Commercial Activity, Ordnance Survey may take such steps as it reasonably considers are necessary in relation to the Competing Activity or Commercial Activity. Such steps may include the action set out in paragraph 11.3 below and/or suspending the licence granted under this Licence to the minimum extent necessary to prevent the Competing Activity or Commercial Activity. Where there is any dispute as to the existence of a Competing Activity, the decision of the Director General of Ordnance Survey as to the existence of a Competing Activity shall be final and conclusive.

11.3 Where the Licensee's use of Licensed Data is or is likely to constitute a Competing Activity or a Commercial Activity, the Licensee shall either:

11.3.2 enter into a separate appropriate licence; or

11.3.3 amend its planned or current use of the relevant Licensed Data so as to resolve the problem identified to the reasonable satisfaction of Ordnance Survey.

11.4 The Licensee shall indemnify Ordnance Survey against all liabilities, damages, penalties, costs, expenses or other loss suffered or incurred by Ordnance Survey in relation to any breach or alleged breach by Ordnance Survey of competition law to the extent such loss results from the Licensee's breach of paragraph 11. Nothing in this Licence shall limit or exclude the Licensee's liability to Ordnance Survey under this indemnity.

11 Competing Activities and Commercial Activities

11.1 Nothing in this Appendix permits the Licensee or any person to use the Licensed Data for any Commercial Activities or Competing Activities.

11.2 Where Ordnance Survey reasonably considers that the Licensee's proposed or current use of the Licensed Data is or is likely to be a Competing

Appendix 2 – Licensed Data

Part A – Licensed Data¹

OS MasterMap[®] Topography Layer

OS MasterMap[®] Integrated Transport Network[™] (ITN) Layer, Road Routing Information (RRI) Theme and Urban Paths Theme

ADDRESS-POINT^{®2}

OS MasterMap[®] Address Layer²

OS MasterMap[®] Address Layer 2²

National Land and Property Gazetteer^{2 + 3}

1:10 000 Scale Raster⁴

OS VectorMap[™] Local

1:25 000 Scale Colour Raster

1:50 000 Scale Colour Raster

Code-Point[®]

Code-Point[®] with polygons

Land-Line[®] Data

OSCAR[®] Data

¹ Subject to competition law clearance being obtained (to the reasonable satisfaction of Ordnance Survey) in relation to the joint venture between Ordnance Survey and Local Government to create a definitive addressing database, Ordnance Survey will use reasonable endeavours to make available under this Licence the NAG Datasets on or before 1 October 2011. The parties agree that the four Addressing Datasets listed above will, with effect from the date on which both NAG Datasets are available under this Licence (the "NAG Date"), only be licensed for a further two years from the NAG Date. With effect from the date on which each NAG Dataset becomes available under this Licence, the definition of Addressing Datasets shall be deemed to include such NAG Dataset.

² The Addressing Datasets shall only fall within the definition of Licensed Data to the extent that any Addressing Data is held by/supplied to the Licensee, and in respect of which Royalties are paid pursuant to Part C of Appendix 3.

³ The inclusion of the National Land and Property Gazetteer within this Licence is subject to Ordnance Survey agreeing, by 1 April 2011, appropriate terms relating to such inclusion with Local Government Information House and any other parties whose consent is required.

⁴ 1:10 000 Scale Raster will be licensed (on a dual-running basis) until 31 March 2013 only, to assist with migration to OS VectorMap Local.

Part B – Dataset specific terms

Where there is any conflict between the terms of this Part B of Appendix 2 and the rest of this Licence, this Part B of Appendix 2 shall take precedence

1 Land-Line Data

1.1 Land-Line Data means Ordnance Survey Data known as Land-Line and Land-Line.Plus[®] limited to the Licensee's existing holdings of Land-Line and/or Land-Line.Plus.

1.2 No Land-Line Data (including, for the avoidance of doubt, Updates thereto) will be supplied or delivered by Ordnance Survey.

1.3 There is no Specification for Land-Line Data.

1.4 Land-Line Data is a withdrawn product which is no longer maintained by Ordnance Survey and, for the avoidance of doubt, Ordnance Survey gives no warranty in respect of such data. Subject to Clause 9.1, Ordnance Survey shall have no liability for any loss or damages suffered by the Licensee as a result of any use, loss, deletion or destruction of Land-Line Data or as a result of Ordnance Survey not supplying or updating Land-Line Data. This paragraph shall survive the termination or expiry of this Licence.

1.5 In relation to Public Data Sharing of Land-Line Data under paragraph 5 of Appendix 1, paragraph 5.2.2 of Appendix 1 shall be varied such that the Licensee shall be entitled to supply and receive Land-Line Data to and from the Sharing Party where, in the case of

1.5.1 supply by the Licensee, the Sharing Party, and

1.5.2 receipt by the Licensee, the Licensee,

is licensed for Business Use or Public Sector Use for the same area of coverage of OS MasterMap Topography Layer (rather than of Land-Line Data) as the Land-Line Data being supplied or received.

- 2 OSCAR Data**
- 2.1 OSCAR Data means Ordnance Survey Data known as OSCAR Traffic-Manager® and OSCAR Asset-Manager® limited to the Licensee’s existing holdings of OSCAR Traffic-Manager and/or OSCAR Asset-Manager.
- 2.2 No OSCAR Data (including, for the avoidance of doubt, Updates thereto) will be supplied or delivered by Ordnance Survey.
- 2.3 There is no Specification for OSCAR Data.
- 2.4 OSCAR Data is a withdrawn product which is no longer maintained by Ordnance Survey and, for the avoidance of doubt, Ordnance Survey gives no warranty in respect of such data. Subject to Clause 9.1, Ordnance Survey shall have no liability for any loss or damages suffered by the Licensee as a result of any use, loss, deletion or destruction of OSCAR Data or as a result of Ordnance Survey not supplying or updating OSCAR Data. This paragraph shall survive the termination or expiry of this Licence.
- 2.5 In relation to Public Data Sharing of OSCAR Data under paragraph 5 of Appendix 1, paragraph 5.2.2 of Appendix 1 shall be varied such that the Licensee shall be entitled to supply and receive OSCAR Data to and from the Sharing Party where, in the case of
- 2.5.1 supply by the Licensee, the Sharing Party, and
- 2.5.2 receipt by the Licensee, the Licensee,
- is licensed for Business Use or Public Sector Use for the same area of coverage of OS MasterMap Integrated Transport Network Layer (rather than of OSCAR Data) as the OSCAR Data being supplied or received.
- 3 1:10 000 Scale Raster Data**
- 3.1 With effect from 1 April 2013, 1:10 000 Scale Raster Data means Ordnance Survey Data known as 1:10 000 Scale Raster limited to the Licensee’s holdings of 1:10 000 Scale Raster as at 31 March 2013.
- 3.2 No 1:10 000 Scale Raster Data (including, for the avoidance of doubt, Updates thereto) will be supplied or delivered by Ordnance Survey on and following 1 April 2013 under this Licence.
- 3.3 As of 1 April 2013, there will be deemed, for the purposes of this Licence, to be no Specification for 1:10 000 Scale Raster Data.
- 3.4 Subject to Clause 9.1, Ordnance Survey shall have no liability for any loss or damages suffered by the Licensee as a result of any use, loss, deletion or destruction of 1:10 000 Scale Raster Data or as a result of Ordnance Survey not supplying or updating 1:10 000 Scale Raster Data, in each case on or following 1 April 2013. This paragraph shall survive the termination or expiry of this Licence.
- 3.5 In relation to Public Data Sharing of 1:10 000 Scale Raster Data under paragraph 5 of Appendix 1, on and following 1 April 2013, paragraph 5.2.2 of Appendix 1 shall be varied such that the Licensee shall be entitled to supply and receive 1:10 000 Scale Raster Data to and from the Sharing Party where, in the case of
- 3.5.1 supply by the Licensee, the Sharing Party, and
- 3.5.2 receipt by the Licensee, the Licensee,
- is licensed for Business Use or Public Sector Use for the same area of coverage of OS VectorMap Local (rather than of 1:10 000 Scale Raster Data) as the 1:10 000 Scale Raster Data being supplied or received.

Appendix 3 – Addressing Datasets – Royal Mail terms

Where there is any conflict between the terms of this Appendix 3 and the rest of this Licence, this Appendix 3 shall take precedence.

Part A – Definitions

In addition to the other definitions in this Licence, in this Appendix 3 the following words and phrases shall have the following meanings:

Alias	means the database known as the 'Alias File', which contains 'Locality', 'Thoroughfare', 'Alias – Delivery Point' and 'County Alias' details.
Central Government Department	means, (subject to paragraph 3.5 of Part C of this Appendix 3), a department of central government, and such department shall be deemed to include any and all public bodies (including executive agencies) operating directly under powers delegated by, and whose policies, budgets and tasks are directly controlled and directed by, such department or by the minister responsible for such department.
Cleansed Data	means any existing Record which has undergone Database Cleansing.
Cleansed Customer Database	means a Customer Database upon which Database Cleansing (or any element thereof) has been performed by the Licensee.
Corporate Licensee	means a legal entity which is licensed to use Royal Mail Data pursuant to an agreement with Royal Mail known as the 'Corporate Group Licence Agreement'.
Created Data	means any data added to a Customer Database or to create a new database where previously there was none, as a result of the carrying out of Data Creation.
Customer Database	means the Licensee's electronic compilation of records, database or mailing list which existed prior to any Database Cleansing being carried out pursuant to this Licence.
Customer Registration Form	means the form contained at Part D of this Appendix 3 that relates to OS MasterMap Address Layer 2 (for Multiple Residence Data).
Database Cleansing	means any activity which involves the processing of a Customer Database using the Royal Mail Data and includes: <ul style="list-style-type: none">(a) verification of an existing Record in the Customer Database as being the same as the entry on the Royal Mail Data;(b) amendment of an existing Record in the Customer Database to correct the address so that it contains the same information as the entry on the Royal Mail Data;(c) standardisation of an existing Record in the Customer Database into a PAF format;(d) flagging or marking of an existing Record in the Customer Database as being the same as the Royal Mail Data;(e) adding further information derived from the Royal Mail Data to an existing Record in the Customer Database; and / or(f) extracting duplicate existing Records in the Customer Database, but does not include Data Creation.
Data Creation	means the use of any Royal Mail Data to create a new Record or Records by: <ul style="list-style-type: none">(a) adding any PAF Record or PAF Records; and/or(b) adding any PAF Record Element or PAF Record Elements; in each case to a Customer Database or to create a new database where previously there was none.
Delivery Point	means a complete postal address (business or residential), including a Postcode, to which mail is delivered.

European Commission Approved Transfers means transfers of personal data (a) within the European Economic Area (b) to such other countries as are approved from time to time by the European Commission as having an adequate level of protection for personal information or (c) which are protected by legislation or frameworks within other countries where such legislation or framework have been approved by the European Commission as having an adequate level of protection for personal information.

External Transaction Solution means where the Licensee operates a publicly available website (or a technical equivalent) which offers products and services to its Service Recipients and which can capture, verify, update or amend an address or postcode entered by a Service Recipient.

Load-Balancing Purposes means the purposes of splitting work, data, software or other materials between multiple computers, network links or other resources in order to optimise resource usage, minimise response time and improve reliability.

Multiple Residence Data means the database, or any part of it, known as 'Multiple Residence' which contains address and postcode information for properties in the United Kingdom which are known by Royal Mail to contain multiple residences.

PAF[®] means the database, or any part of it, known as the 'Postcode Address File' containing all known delivery address and Postcode information in the United Kingdom as may be amended from time to time. 'PAF' is a registered trade mark of Royal Mail.

PAF Record means an individual entry in the collection of data that comprises the database known as PAF and in respect of the levels of data known as 'Full PAF' a whole 'PAF Record' will contain all those elements as indicated in the Table below.

PAF record element	A whole PAF record for full PAF comprises the following elements
Organisation Name	✓
Department Name	✓
PO Box	✓
Sub Building Name	✓
Building Name	✓
Building Number	✓
Thoroughfare	✓
Dependant Thoroughfare	✓
Dependant Locality	✓
Double Dependant Locality	✓
Post Town	✓
Postcode	✓
Delivery Point Suffix	✓
Checksum Digit	✓
UDPRN	✓
Postcode Type (small or large user)	✓
Small User Org Indicator	✓
Delivery Point Count for Postcode	✓
Mailsort code	✓
Concatenation Indicator	✓
Address Keys	✓
Organisation Key	✓
Number of Households	✓
DP Use Indicators	✓

Alias – Delivery Point	✓
Alias – Thoroughfare/Dependent Thoroughfare	✓
Alias - Locality	✓
Alias – Traditional County	✓
Alias – Former Postal County	✓
Alias – Administrative County	✓
For Welsh PAF Records only:	
Welsh – Dependent Thoroughfare	✓
Welsh – Dependent Locality	✓
Welsh – Double Dependent Locality	✓
Welsh – Post Town	✓

PAF Record Element	means an individual element of the data comprising a whole PAF Record each element being as indicated in the Table above.
Postcode	means a single alphanumeric code owned and developed by Royal Mail and allocated by Royal Mail to identify an address or number of addresses.
Postcode Area	means the area uniquely identified by the outward part of the Postcode comprising the first alphabetic character or first two alphabetic characters (for example, SO, from SO16 0AS).
Record	means an individual entry in or to be made in a collection of data containing a Delivery Point or details of part of a Delivery Point and which may also contain a business or consumer name.
Royal Mail	means Royal Mail Group plc and / or Royal Mail Group Limited.
Royal Mail Agreement	means any agreement between Royal Mail and Ordnance Survey for the supply of any Royal Mail Data.
Royal Mail Data	means any or all of PAF and Multiple Residence Data, including any extracts from or updates to the same, as supplied or contained in any Addressing Dataset.
Royalty	means the amount payable by the Licensee in respect of Addressing Datasets in accordance with this Appendix 3.
Service Recipient	means a recipient of products or services from the Licensee. For the avoidance of doubt such recipient must be a third party and not the Licensee's representative.
Terminal	means a laptop, PC, workstation or other equipment containing a screen on which the Licensed Data may be displayed or used, and which is internal or personal to the Licensee and/or its permitted Contractors.
Transaction	means, in response to a query relating to a Delivery Point (or part thereof) and/or the Alias data relating to a Delivery Point, a verification of that query and/or a return of data of up to a maximum of 100 Delivery Points and the Alias data relating to such returned Delivery Points (' Maximum Data Return '). For the avoidance of doubt: <ul style="list-style-type: none"> (a) data comprising parts (rather than the whole) of Delivery Points may be returned; (b) further searches within the returned data (provided no additional data is returned as part of such search) are not considered to be a further 'Transaction'; (c) returns of data in excess of the Maximum Data Return shall be an additional 'Transaction' or additional 'Transactions' (as appropriate depending on the amount of data returned).
Transaction Management System	means a system or mechanism (whether electronic, software based or otherwise) to accurately count the number of Transactions to ensure that the Maximum Data Return is not exceeded in any single Transaction.

Part B – Royal Mail Terms

1 Grant of Licence

- 1.1 The Addressing Datasets (and any Addressing Data) shall only comprise Licensed Data to the extent that the Licensee pays Royalties for such data in accordance with Part C of this Appendix 3. For the avoidance of doubt, where the Licensee ceases to pay Royalties in relation to any Addressing Data, then its licence for such Addressing Data shall terminate or expire. On any termination or expiry of the Licensee's licence of any Addressing Data, Clauses 8.4.1 to 8.4.3 shall apply in respect of such data.
- 1.2 The Licensee shall comply, and shall procure that its Contractors comply (as applicable), with the terms set out in this Part B in respect of the Addressing Datasets.
- 1.3 In addition to the obligations and restrictions in Clause 2.6.1 and the obligations and restrictions contained in this Appendix 3, the Licensee shall, without limitation, procure that prior to supplying each Contractor with any Addressing Dataset, each Contractor has, subject to paragraph 12.3 below, entered into a licence containing the restrictions and obligations set out in this Appendix 3. The Licensee shall procure that its Contractors comply with the terms of such licences.

2 Conditions of Use

- 2.1 The Licensee shall have no right to sublicense (other than as expressly permitted in the grant of any rights for Licensed Use as modified by the terms of this Appendix 3), resell, assign or otherwise transfer any part of the any Addressing Dataset.
- 2.2 The Licensee shall not:
- 2.2.1 use any of the Royal Mail Data to create its own products or services; or
- 2.2.2 copy or reproduce (subject to paragraph 2.3), extract, publish or reutilise the whole or any part of the Royal Mail Data;
- 2.3 The Licensee may make copies of the Royal Mail Data to the extent reasonably necessary for the following purposes only: back-up, security, disaster recovery and testing.
- 2.4 The Licensee may also make identical copies of the Royal Mail Data to the extent reasonably necessary for Load-Balancing Purposes. The Licensee shall ensure that such copies are not used for any other purpose and shall notify Ordnance Survey where the Licensee makes any such copies.

3 Licensed Use – Public Body

- 3.1 The Licensee's Licensed Use of the Addressing Datasets (including Royal Mail Data), Created

Data, Cleansed Customer Databases and External Transaction Solutions under Appendix 1 is as follows:

- 3.1.1 the Licensee is licensed to use any Addressing Dataset (including Royal Mail Data), Created Data (subject to the restrictions set out in paragraph 4) and Cleansed Customer Databases for Business Use as set out in paragraph 3 of Appendix 1; and
- 3.1.2 the Licensee is licensed to use:
- a) Cleansed Customer Databases (subject to paragraphs 5.1 and 6); and/or
- b) Addressing Datasets on the internet as part of an External Transaction Solution (for the avoidance of doubt, Cleansed Customer Databases may be used on the internet without being part of an External Transaction Solution);

in either case for the purpose of Public Sector Use as set out in paragraph 4 of Appendix 1.

4 Data Creation

- 4.1 The Licensee shall not carry out any Data Creation unless:
- 4.1.1 it has the prior written consent of Ordnance Survey;
- 4.1.2 such Data Creation is deemed to be a further copy of the Royal Mail Data; and
- 4.1.3 such Data Creation is in accordance with paragraphs 4.2 to 4.5 inclusive.
- 4.2 Subject to paragraph 4.4, the Licensee shall not supply or give access to any Created Data or any database or copy of a database (or in each case, part thereof) which includes any Created Data.
- 4.3 No limit shall apply to the number of Records that may be created on a Terminal on which Data Creation is being carried out, provided that such Created Data is only used and accessible on the same Terminal on which the Data Creation was carried out.
- 4.4 Created Data may be made accessible to a maximum of 10 other of the Licensee's Terminals (not the Licensee's Contractors' Terminals), provided that:
- 4.4.1 the Licensee is licensed for such number of Terminals;
- 4.4.2 no more than 10 000 Records may be made available in any 12 month period (each such Record being identical to the original PAF Record in terms of format, structure, content and functionality); and
- 4.4.3 each such other Terminal shall not use the Created Data in connection with any other Royal Mail Data whether provided to it by another Terminal as Created Data or otherwise.
- 4.5 Where the same Terminal has the ability to access

more than one copy of the Royal Mail Data (in whole or in part and whether such copy is Created Data, or otherwise) it shall be deemed to be an additional Terminal in respect of which a Licence Fee is payable for each such copy of the Royal Mail Data, except in any of the circumstances below:

- 4.5.1 where such additional copies were made, exist and are used only for Load-Balancing Purposes;
- 4.5.2 where such additional copies are identical to the original copy in terms of format, structure, content and functionality and none of the copies are being accessed by any of the same Terminals for the same purpose;
- 4.5.3 where Data Creation has been carried out and accordingly the Created Data is deemed to be an additional copy, but is used only in the accordance with paragraphs 4.3 and 4.4.

5 Database Cleansing

- 5.1 The Licensee is permitted to carry out Database Cleansing only in respect of its own Customer Databases and not any other databases and provided that the Licensee at all times complies with the provisions of paragraph 6.
- 5.2 For the purposes of paragraph 6:
 - 5.2.1 the meaning of **'series of connected databases'** shall include (but not be limited to) databases directly or indirectly derived from a single database or originating from the Licensee;
 - 5.2.2 the meaning of **'substantially all'** can be determined qualitatively or quantitatively and shall be determined in the reasonable opinion of Royal Mail;
 - 5.2.3 the expression **'normal data supply activities'** includes any activities the Licensee carries out as part of or in connection with its day to day business of providing address database services to third parties and may, as appropriate, include (but not be limited to) mailing list supply to mailing houses or other mailing list purchasers and the provision of sample address lists for market research purposes, but shall not include further database cleansing by the Licensee, or the licensing of any third party by the Licensee to reproduce the Cleansed Customer Database or to use it for database cleansing purposes; and
 - 5.2.4 any description of a **'comprehensive postal address database'** includes a description of an address database as comprising all or substantially all the delivery points in the United Kingdom, England, Scotland, Wales or Northern Ireland, or any description of similar meaning or effect.

6 Permitted use of Cleansed Customer Databases

- 6.1 Any Cleansed Customer Database, which (as a single database or as part of a series of connected

databases) comprises all or substantially all the Delivery Points in the United Kingdom or any of England, Scotland, Wales or Northern Ireland, may only be supplied by the Licensee to third parties (the **'First Level Third Parties'**) and by such First Level Third Parties to other third parties (the **'Second Level Third Parties'**) provided in each case that:

- 6.1.1 neither the Licensee nor any third party shall at any time promote, market, represent or hold out the Cleansed Customer Database as being a 'master' comprehensive postal address database or 'original' comprehensive postal address database or as being of any similar description;
- 6.1.2 such Cleansed Customer Database shall be supplied by the Licensee to a First Level Third Party or by a First Level Third Party to a Second Level Third Party, in each case only as part of the Licensee's or its normal data supply activities;
- 6.1.3 any such supply to a Second Level Third Party is subject to a requirement that the Cleansed Customer Database shall at all times be used only for the internal purposes of any such Second Level Third Party (and not for the supply to any other third party);
- 6.1.4 any such supply to a Second Level Third Party is subject to requirements on such Second Level Third Party not to reproduce or make any copies of the Cleansed Customer Database or of a substantial part thereof for supply to any other third party and not to make any such supplies;
- 6.1.5 during the period of this Licence and for a period of 6 years after its termination or expiry, any supply to any First Level Third Party or Second Level Third Party is subject to a prominent notice stating that the Cleansed Customer Database has been cleansed against Royal Mail's PAF being attached and embedded electronically in any soft copy of, and being attached to any hard copy medium comprising or containing any such Cleansed Customer Database; and
- 6.1.6 such supply is expressly permitted by and in accordance with the terms of Licensed Use.
- 6.2 During the period of this Licence and for a period of 3 years after its termination or expiry, the Licensee shall, upon request provide within 20 business days to Ordnance Survey the name and contact details of all third parties to whom Cleansed Customer Databases have been supplied.

7 External Transaction Solutions

- 7.1 The Licensee shall not use the any Addressing Dataset as contained in the External Transaction Solution elsewhere in its organisation or for any purpose other than to operate and use in conjunction with the External Transaction Solution.
- 7.2 The Licensee shall only use the External

Transaction Solution to carry out Transactions for the purpose of capturing, verifying, updating or amending details entered by Service Recipients on the Licensee's publicly available website.

- 7.3 The Licensee shall ensure that the External Transaction Solution is only used when (and that the External Transaction Solution is configured in such a way so that):
- 7.3.1 a request is initiated by a Service Recipient via the Licensee's publicly available website to verify, update or amend a single address or Postcode entered by that Service Recipient on the Licensee's publicly available website; and
- 7.3.2 upon receipt of that request, to respond by returning a matching address or Postcode or confirming that the address inputted is a match.
- 7.4 The Licensee shall at all times ensure that the Maximum Data Return of 100 Delivery Points is not exceeded in any single Transaction.
- 7.5 The Licensee must not and must require the Licensee's Service Recipients not to pass on any part of the any Addressing Dataset obtained as a result of using the External Transaction Solution to any third parties, unless expressly permitted in accordance with the terms of this Licence.

8 Corporate Licensee

- 8.1 The Licensee acknowledges that it has made all reasonable efforts to ascertain if it is a Corporate Licensee in advance of paying any Licence Fees, including making all reasonable enquiries of any parent companies and/or subsidiaries and checking the Royal Mail website that lists Corporate Licensees and which is generally accessible to persons which have entered into a licence agreement with Royal Mail for the use of PAF. The Licensee shall immediately advise Ordnance Survey if it is, or at any stage during the Licence, becomes, a Corporate Licensee.

9 Terminal limits

- 9.1 The Licensee shall not allow any Terminals in excess of the number for which it is licensed to access or have the ability to access any of the Royal Mail Data. The Licensee shall have in place a reasonable mechanism or process that ensures that the number of Terminals accessing the any Addressing Dataset can be promptly identified.

10 No Royal Mail warranties or approval

- 10.1 Subject to paragraph 10.1.5, the Licensee acknowledges and agrees that Royal Mail:
- 10.1.1 does not in any way warrant the accuracy or completeness of Royal Mail Data and shall not be liable for any loss or damage howsoever arising out of or in connection with the Licence or its termination;
- 10.1.2 is not liable in any way in respect of any Royal Mail Data or any Addressing Dataset provided to

the Licensee;

- 10.1.3 does not in any way warrant that any Addressing Dataset provided to the Licensee has been tested for use by any party or that such Addressing Dataset will be suitable for or be capable of being used by any party;
- 10.1.4 shall not be obliged in any circumstances to provide any Royal Mail Data or any Addressing Dataset direct to the Licensee; and
- 10.1.5 does not exclude liability for any personal injury or death which is caused by its negligence or for any other liability which may not be excluded by law.
- 10.2 The Licensee shall not advertise any Licensed Use activity as Royal Mail approved or anything similar.

11 Reporting by the Licensee

- 11.1 The Licensee shall complete and provide to Ordnance Survey the Customer Registration Form contained at Part D of this Appendix 3, within 7 days of:
- 11.1.1 entering into this Licence, where it has any existing holdings of Address Layer 2; or
- 11.1.2 placing an order for Address Layer 2 pursuant to this Licence.

The Licensee shall provide Ordnance Survey with details of any changes to the information given on such form, within 10 business days of request.

- 11.2 The Licensee shall within 10 business days of request from Ordnance Survey (or Royal Mail) provide to Ordnance Survey (or Royal Mail where applicable) such of the following as may be requested from time to time:
- 11.2.1 details of the names and addresses of Contractors and such other details as Royal Mail may reasonably request (including copies of Contractor Licences);
- 11.2.2 details of where the Licensee has made any copies of the Royal Mail Data (or any part thereof) for Load-Balancing Purposes; and
- 11.2.3 the name and contact details of all third parties to whom the Licensee has supplied a Customer Database.

12 Contractors

- 12.1 Prior to supplying any Contractor with any Addressing Dataset, the Licensee shall procure that such Contractor has entered into an agreement with the Licensee. In relation to such agreement, the Licensee shall, without limitation, ensure that in addition to the conditions the Licensee is required to include in such agreements pursuant to clause 2.6.1:
- 12.1.1 any rights reserved in this Licence in relation to Ordnance Survey Data for the benefit of Ordnance Survey and, in relation to Royal Mail Data, for the

- benefit of Royal Mail, shall be reserved;
- 12.1.2 any Contractor Licence shall be terminated automatically on the termination of this Licence; and
- 12.1.3 those provisions of this Appendix 3 which are relevant to Contractors are incorporated in such agreement.
- 12.2 Clauses 2.6.4 to 2.6.6 shall not apply in relation to the Addressing Datasets.
- 12.3 Where the Licensee wishes to supply a Contractor with Cleansed Data and no other Royal Mail Data, the provisions of paragraphs 12.1.1 (insofar as it relates to Royal Mail), 12.1.3 and 12.2 above shall not apply.
- 13 Copyright and database right**
- 13.1 In addition to the requirements of Clause 5.1, the Licensee must include the following additional copyright acknowledgements, as applicable, in a conspicuous position in all copies of the Addressing Datasets:
- 13.1.1 for copies containing the National Land and Property Gazetteer, ADDRESS-POINT or OS MasterMap Address Layer, the copyright acknowledgement must include the following wording:
- “This product is produced in part from PAF®, the copyright in which is owned by Royal Mail Group Limited and/or Royal Mail Group plc. All rights reserved. Licence number nnnnn.”
- 13.1.2 For copies containing OS MasterMap Address Layer 2, the copyright acknowledgement must include the following wording:
- “This product is produced in part from PAF® and Multiple Residence Data, the copyright in which is owned by Royal Mail Group Limited and/or Royal Mail Group plc. All rights reserved. Licence number nnnnn.”
- 13.2 Title to any copies that the Licensee makes of any Addressing Dataset shall pass to Ordnance Survey (or Royal Mail to the extent that the copy consists of Royal Mail Data) on their creation.
- 14 Termination**
- 14.1 In addition to the provisions set out in Clause 8.2, Ordnance Survey may terminate this Licence with immediate effect on giving written notice to the Licensee in the event that:
- 14.1.1 the Licensee breaches any of the terms of this Licence and (where such breach is capable of being remedied) fails to remedy the position within 20 business days of the date of written notification of such breach;
- 14.1.2 the Licensee is in breach of its obligations under this Appendix 3;
- 14.1.3 any Royal Mail Agreement terminates or expires for any reason whatsoever; and/or
- 14.1.4 the Licensee or a Contractor discloses any information relating to the business of Royal Mail which is specified by Royal Mail as being confidential or which is of a confidential or proprietary nature relating to the business, operations, customers, processes, budgets, product information, know-how and strategies of Royal Mail.
- 14.2 Any Contractor Licence shall terminate immediately if:
- 14.2.1 the Contractor is in breach of any Royal Mail related restrictions or obligations, and where the breach is remediable fails to remedy the position within 20 business days of the date of written notification from Ordnance Survey or the Licensee of such breach;
- 14.2.2 the Contractor is unable to pay its debts as they fall due or otherwise becomes insolvent, or if a receiver or an administrative receiver is appointed over any or all of the assets of the Contractor, or if any arrangement, compromise or composition of the Contractor’s debts is proposed or made by the Contractor, or if the Contractor enters into any proceedings or if any analogous event occurs in any other jurisdiction in which the Contractor carries out its business;
- 14.2.3 the Contractor discloses any information relating to the business of Royal Mail which is specified by Royal Mail as being confidential or would otherwise fall within the definition of Confidential Information; and/or
- 14.2.4 this Licence is terminated for any reason;
- 14.3 Subject to paragraph 14.4, within 30 days of termination or expiry (whichever is the earlier) of a Contractor Licence, the Contractor shall permanently delete or destroy (or arrange the destruction of) all copies of the Addressing Datasets (including without limitation all Royal Mail Data, and any part of such data) and all supporting documentation supplied to it which in each case it is reasonably able to destroy or delete, and which are the subject of the Contractor Licence (including any part of any Addressing Dataset and/or Royal Mail Data embedded in any other material) which the Contractor holds or is responsible for, and provide at the request of Ordnance Survey, a sworn statement by a duly authorised executive that this has been done.
- 14.4 Following expiry or termination of this Licence, the Licensee shall be entitled to retain a copy of the Royal Mail Data for archive purposes, to be used only in the event of and for the purposes of audit, to meet any legal or regulatory requirements or the requirements of a court of competent jurisdiction or as otherwise agreed with Royal

Mail.

15 Confidentiality

15.1 The Licensee acknowledges that Ordnance Survey may supply information provided to Ordnance Survey pursuant to this Licence to Royal Mail upon request. The provisions of this paragraph 15.1 shall apply equally to any Confidential Information provided to Ordnance Survey by the Licensee and the Licensee agrees that, notwithstanding the provisions of Clause 11, such Confidential Information may be copied and disclosed to Royal Mail in the circumstances set out in this Appendix subject to Royal Mail agreeing to treat such information as Confidential Information.

15.2 Notwithstanding the provisions of paragraph 15.1 above, the Licensee hereby authorises Ordnance Survey to provide the Licensee's details (including contact details and Customer Registration Form), any Royal Mail related details from this Licence and the date of this Licence to Royal Mail.

16 Contracts (Rights of Third Parties) Act 1999

16.1 This paragraph 16 shall supersede the provisions of Clause 16 in its entirety.

16.2 Apart from Royal Mail a person who is not a party to this Licence has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any terms of this Licence, but this does not affect any right or remedy of a third party which exists or is available apart from that Act. For the avoidance of doubt, Royal Mail shall be reserved rights to directly enforce such terms of this Licence as contain any Royal Mail related restrictions or obligations or otherwise relate to Royal Mail, by virtue of the *Contracts (Rights of Third Parties Act) 1999*.

16.3 Ordnance Survey and Royal Mail shall be reserved rights to directly enforce such terms of any Contractor Licence as contain any Royal Mail related restrictions or obligations or otherwise relate to Royal Mail, by virtue of the *Contracts (Rights of Third Parties Act) 1999*.

17 Survival

17.1 The provisions of those paragraphs of this Appendix intended to survive expiry or termination of this Licence shall continue to operate after expiry or termination of this Licence or any Contractor Licence.

18 Data Protection

18.1 The Licensee's attention is drawn to the *Data Protection Act 1998*, Directive 95/46/EC of the European Parliament and any legislation and/or regulations implementing them or made in pursuance of them (the '**Data Protection Requirements**'). The Licensee acknowledges that Royal Mail is the data controller in respect of any personal data in the Royal Mail Data. Royal Mail

and Ordnance Survey and the Licensee acknowledge that the Licensee is the data controller in respect of any personal data in its own database whether it has been cleansed, modified or otherwise. The Licensee agrees not to do or omit to do any act which would place it, or any Contractor, Ordnance Survey or Royal Mail in breach of the Data Protection Requirements and the Licensee warrants to Ordnance Survey and Royal Mail that it will duly observe all its obligations under the Data Protection Requirements which arise in connection with the performance of the Licence or any Contractor Licence. The Licensee further agrees that it shall:

- 18.1.1 implement appropriate technical and organisational measures to protect personal data within the Royal Mail Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access;
- 18.1.2 promptly refer to Royal Mail (either directly or indirectly via us) any queries relating to the personal data within the Royal Mail Data from data subjects, the Information Commissioner or any other law enforcement authority, for Royal Mail to resolve;
- 18.1.3 promptly upon request from Royal Mail provide such information to Royal Mail as Royal Mail may reasonably require to allow it to comply, in relation to the personal data within the Royal Mail Data, with the rights of data subjects, including subject access rights, or with information notices served by the Information Commissioner; and
- 18.1.4 ensure that if, during the term of the Licence or any Contractor Licence, it intends to make any transfers of personal data within the Royal Mail Data which are not European Commission Approved Transfers, then the Licensee shall, prior to any such transfer, obtain Royal Mail's consent and at the Licensee's own cost provide such further information and sign such further documents, agreements, or deeds as Royal Mail may require to ensure the adequate protection of the personal data.

For the purpose of this paragraph 18, '**data controller**', '**data subject**', '**personal data**' and '**processing**' shall have the meanings ascribed to them in the *Data Protection Act 1998*.

19 Audit, compliance and reporting

- 19.1 The Licensee shall keep a complete and accurate audit trail of all financial and non-financial transactions relating to this Licence and any Contractor Licences and shall retain the same for a period of 6 years. The Licensee shall grant Ordnance Survey and/or Royal Mail and/or their agents reasonable accompanied access on reasonable prior notice, during working hours, to its premises, accounts and records for the purposes of verifying and monitoring the Licensee's compliance with its obligations under this Licence and any Contractor Licence (the 'Audit') and shall provide all reasonable co-operation and assistance in relation to the Audit. Royal Mail shall not carry out an Audit more than once in any 12 month period except where it reasonably suspects that the Licensee has failed to comply with any of its obligations under the Licence or any Contractor Licence.
- 19.2 The Licensee shall comply with all laws and regulations applicable to its use of the Royal Mail Data.

20 Intellectual Property Rights

- 20.1 Royal Mail Data and all IPR subsisting in and/or relating to Royal Mail Data from time to time are and shall remain the property of Royal Mail or its licensors. The Licensee shall acquire no rights in the Royal Mail Data or the IPR except as expressly provided in the Licence. The Licence shall not operate as an assignment by Royal Mail or Ordnance Survey of any IPR subsisting in and/or relating to Royal Mail Data.
- 20.2 Royal Mail reserves all its IPR in the Royal Mail Data and reserves its rights under the Licence (including rights to take enforcement action) in relation to any use of the Royal Mail Data (or any part of it) by the Licensee which is not permitted under the Licence. This shall include, without limitation, provision to a third party of a copy of or access to any database which is in breach of or results from a breach of the Licence.
- 20.3 The Licensee shall not remove or tamper with any Intellectual Property Rights notice attached or used in relation to the Royal Mail Data. The Licence shall not grant to the Licensee any right to use any of the trade marks, service marks, business names or logos of Royal Mail.

Part C – Royal Mail Fees

The parties acknowledge that all of the Royalties payable by the Licensee to Ordnance Survey pursuant to this Part C of Appendix 3 are in respect of royalties which Ordnance Survey is obliged to return to Royal Mail.

1 General

1.1 Prior to ordering any Addressing Data under this Licence, the Licensee shall be required to provide the following details to Ordnance Survey in relation to each Addressing Dataset:

1.1.1 the area of coverage (from the options available) which the Licensee requires;

1.1.2 the exact number of Terminals which for which the Licensee requires to be licensed in relation to the relevant Addressing Data.

1.2 Where the Licensee has existing holdings of any Addressing Data which it wishes to continue to license from Ordnance Survey under this Licence, it shall, within 7 days of entering into this Licence, provide in writing to Ordnance Survey the details set out in paragraph 1.1 above in respect of such holdings.

1.3 On the basis of the information submitted by the Licensee pursuant to paragraphs 1.1 and 1.2 above, Ordnance Survey shall invoice the Licensee for, and the Licensee shall pay, Royalties annually in advance (save in respect of Transaction Royalties for External Transaction Solutions under paragraph 4.2.2 below) in respect of the Addressing Datasets on the basis set out in this Part C.

1.4 Where applicable, the Licensee shall submit Royalty statements electronically, in the form specified by Ordnance Survey from time to time, on or before the 7th day of each calendar month during the Term, covering all Transaction Royalties for External Transaction Solutions (see paragraph 4.2.2 below) due in respect of the previous month, with the first Royalty statement being due, where applicable, on 7 May 2011 and a final Royalty statement being due on or before the 7th day of the first month following termination or expiry of this Licence. The Royalty statements shall contain the following information in relation to each Addressing Dataset held by and/or supplied to the Licensee (and licensed under this Licence):

1.4.1 details of where the Licensee has made any Addressing Data available to third parties on the internet (in accordance with paragraph 7 from Part A of this Appendix 3);

1.4.2 the number of advance blocks of Transactions and the number of unused Transactions within such advance blocks; and

1.4.3 the Licensee's calculation of the Royalty due.

1.5 Ordnance Survey shall, where applicable, send the Licensee monthly invoices in respect of the Royalties due from the Licensee in respect of Transaction Royalties for External Transaction Solutions. If a Royalty statement in accordance with paragraph 1.4 has not been delivered to Ordnance Survey by the due date, Ordnance Survey shall be entitled to issue an invoice for an estimated sum. The Licensee's subsequent Royalty statement shall make any appropriate adjustments.

1.6 Where the Licensee licenses a particular area of coverage of any Addressing Data, the Licensee shall be liable for at least one year's Royalty in respect of such area of coverage. For the avoidance of doubt, this paragraph 1.6 does not apply to External Transaction Solutions where the Licensee pays on a Transaction Royalty basis in accordance with paragraph 4.2.2 below.

1.7 Royalties determined under this Appendix 3 which are not a whole number in pence shall be rounded to the nearest £0.01.

1.8 The Licensee shall pay all invoices in full within 30 days of the date of invoice, without deduction or set-off.

1.9 All sums due to Ordnance Survey under this Licence are exclusive of VAT and any other applicable taxes, which the Licensee shall pay in addition at the rate prevailing at the date of the invoice.

1.10 Ordnance Survey may set off all monies, debts or liabilities that are due from the Licensee to Ordnance Survey under this Licence against any amount payable by Ordnance Survey to the Licensee under this Licence.

1.11 If the Licensee does not pay Ordnance Survey the Royalties due in accordance with this Licence, Ordnance Survey shall be entitled to charge interest on all overdue amounts until payment is received in full. The annual rate of interest charged shall be 4% above the Bank of England base rate which prevails during the period of the overdue debt.

2 Royalties calculated on a per Terminal basis

Table 1

Basis of calculating Royalty	Royalty per complete UK version of the Addressing Dataset (per annum)	Royalty per Postcode Area (per annum)
Terminal	£75 per Terminal	£2 per Terminal
Multiple Terminal Block (up to 300 Terminals in each Block)	£4,125 per Multiple Terminal Block	£50 per Multiple Terminal Block
Unlimited Multiple Terminal Blocks (other than where the Licensee is a Central Government Department)	£12,375	£150
Unlimited Multiple Terminal Blocks for Central Government Departments ¹	£49,500	£600

¹ Note that it will be cheaper for a Central Government Department to calculate its Royalties by reference to a number of Multiple Terminal Blocks of 300 Terminals each, unless it has in excess of 3,600 Terminals

2.1 Table 1 above sets out the relevant annual Royalty which applies per Terminal, per Multiple Terminal Block or per Unlimited Multiple Terminal Block in accordance with this paragraph 2.

2.2 Royalties for Addressing Datasets may be paid on a pro-rated basis where the Licensee wishes to allow further Terminals the ability to access the Addressing Datasets in addition to those for which the annual Royalties for Addressing Datasets have already been paid. Such pro-rating shall be on a monthly basis with each part month deemed to be a whole month for the purposes of calculating the applicable fees.

2.3 The relevant Royalties for Addressing Datasets shall, subject to paragraph 2.4, be calculated on the basis of the total number of Terminals which have the ability to access a single copy of the Royal Mail Data (in whole or in part) from time to time during the course of the period to which the relevant fees apply.

2.4 Where the same Terminal has the ability to access more than one copy of the Royal Mail Data (in whole or in part and whether such copy is Created Data or otherwise) it shall be deemed to be an additional Terminal in respect of which a Royalty is payable for each such copy of the Royal Mail Data, except in any of the circumstances below:

2.4.1 where such additional copies were made, exist and are used only for Load-Balancing Purposes;

2.4.2 where such additional copies are identical to the original copy in terms of format, structure, content and functionality and none of the copies are being accessed by any of the same Terminals for the same purpose;

2.4.3 where Data Creation has been carried out and accordingly the Created Data is deemed to be an additional copy, but is used only in accordance with paragraphs 4.3 and 4.4 of Part B of this Appendix 3.

2.5 The definition of ‘Central Government Department’ is subject to clarification by Royal Mail. Ordnance Survey (or DCLG on behalf of Ordnance Survey) will notify the Licensee in writing of any amended definition of this term, and this Licence will be deemed to be amended as of the date specified in such notice by the replacement of the existing definition of Central Government Department in Part B of this Appendix 3 with any revised definition and the deletion of this paragraph 2.5. Prior to any such notification, where the Licensee considers it does or may fall within the definition of Central Government Department, and the Licensee would otherwise wish to benefit from the Unlimited Multiple Terminal Block Royalty of £12,375 or £150, the Licensee shall discuss with Ordnance Survey the appropriate Royalties which it will be required to return to Ordnance Survey.

2.6 The Licensee may elect to calculate the Royalties by using Multiple Terminal Blocks. A Multiple Terminal Block is a block of up to and including 300 Terminals which have the ability to access the same copy of the Addressing Data (in whole or in part).

2.7 The Licensee shall be entitled to calculate the Royalties by using as many Multiple Terminal Blocks as it wishes (and/or any combination of Terminals and Multiple Terminal Blocks).

2.8 OS MasterMap Address Layer 2 contains Multiple Residence Data, in respect of which Royal Mail charges an additional Royalty. As a result, where the Licensee holds and/or is supplied with OS MasterMap Address Layer 2, the Licensee shall, in addition to the Royalties set out in Table 1 above, be required to pay the Royalties set out in Table 2 below. The Terminals in Table 2 relate to the number of Terminals which have the ability to access OS MasterMap Address Layer 2.

Table 2

Number of Terminals per annum	Royalty per Terminal per annum
1-50 (that is, the first 50 Terminals)	£12.00
51-100 (that is, the next 50 Terminals)	£7.00
101-500 (that is, the next 400 Terminals)	£3.00
501-2 500 (that is, the next 2 000 Terminals)	£1.00
2 501+ (that is, the 2 501 st and subsequent Terminals)	£0.50

3 Royalties for External Transaction Solutions

3.1 Where the Licensee uses or displays Addressing Data on its publicly available website in accordance with the External Transaction Solutions provisions in paragraph 7 of Part B of this Appendix 3, it shall pay additional Royalties to Ordnance Survey as set out in Table 3 below.

Table 3

Table 3 – Royalties for External Transaction Solutions		
Dataset	Annual Royalty (Unlimited Transactions)	Transaction Royalty
National Land and Property Gazetteer	£4 000	£1.00 per advance block of 100 Transactions
ADDRESS-POINT	£4 000	£1.00 per advance block of 100 Transactions
OS MasterMap Address Layer	£4 000	£1.00 per advance block of 100 Transactions
OS MasterMap Address Layer 2	£5 000	£55.50 per advance block of 5 000 Transactions

- 3.2 Where the Licensee carries out External Transactions Solutions in accordance with paragraph 3.1 above it must pay either:
- 3.2.1 an Annual Royalty per Addressing Dataset as set out in Table 3; or
- 3.2.2 a Royalty for a number of advance blocks Transactions as determined by the Licensee, which number comprises advance blocks of either 100 National Land and Property Gazetteer Transactions or 100 ADDRESS POINT Transactions or 100 OS MasterMap Address Layer Transactions or 5 000 OS MasterMap Address Layer 2 Transactions, the Transaction Royalty being as set out in Table 3.
- 3.3 Where the Licensee elects to pay a Royalty per annum, a separate Royalty per annum is payable in respect of each Addressing Dataset (e.g. where ADDRESS-POINT and OS MasterMap Address Layer 2 are utilised, the additional Royalty will be £9 000).
- 3.4 The Licensee shall be entitled to calculate the Royalties due in respect of External Transaction Solutions, by using any number of advance blocks of Transactions.
- 3.5 Each advance block of Transactions shall remain valid for a period of twelve months from the date of supply or the making available of that advance block. At the end of each such twelve month period any unused Transactions in such advance block shall be deemed to be expired and either shall not be used or shall be charged for as if they were a further advance block. Further advance blocks will need to be purchased where the Licensee continues to elect to calculate Royalties on a Transaction basis.
- 3.6 If the External Transaction Solution is not controlled by the Licensee by means of a Transaction Management System then the annual Royalty for Unlimited Transactions, as set out in Table 3 above, shall be payable by the Licensee.
- 3.7 The Royalty relating to Unlimited Transactions as set out in Table 3 above shall apply such that it includes all Transactions that the Licensee wishes to carry out in relation to all External Transaction Solutions and any number of copies of the relevant Addressing Dataset supplied or made available in respect of the same by the Licensee.

Part D – Registration Form

Multiple Residence Data Customer Registration Form (only relevant in relation to OS MasterMap Address Layer 2)

You shall complete this Customer Registration Form and return it to Digital Supply, Adanac Drive, SOUTHAMPTON, SO16 0AS within 7 days of entering into your Licence.

Any changes to the information provided below must be immediately notified to the address above.

- 1 **Organisation name**
- 2 **Registration number** (if applicable)
- 3 **Registered office/principal place of business**
.....
Postcode Phone
Fax Website
- 4 **Contact:** Title: Mr Mrs Miss Other (*please specify*)
Forename Surname
Job title
Email address
- 5 **User details** (that is, site at which product is used, if different from above)
Contact name: Title: Mr Mrs Miss Other (*please specify*)
Forename Surname
Job title
Email address
- 6 **Please provide information on:**
Exact number of Terminals
- 7 **Date of Agreement** with Ordnance Survey for the supply of products or services incorporating the Multiple Residence Data:
.....