

Plan, Design, Build (PDB) End-user Licence

The following end-user licence grants rights to Users (as defined below) engaged on Plan, Design and Build Projects.

Important – Please read carefully

Your use of the Ordnance Survey Data (as defined below) is subject to the terms and conditions in the licence (the **Licence**) set out below. Please read them carefully.

By opening a datafile containing the Ordnance Survey Data which accompanies this Licence, you indicate your acceptance of this Licence. If you do not accept them (i) you may not use the Data; and (ii) you must immediately delete the datafile containing the Ordnance Survey Data and send confirmation that you have done this by email to the Ordnance Survey Mapping and Data Centre Distributor from whom you purchased the Ordnance Survey Data.

Any use of Ordnance Survey Data which is not expressly addressed in this Licence or which is not expressly permitted is prohibited. Any such use of Ordnance Survey Data may be made only with the express written agreement of Ordnance Survey in a form of a licence for the commercial use of such data, the terms and conditions for which are available on request.

1 Definitions and interpretation

1.1 In this Licence the following expressions have the following meanings:

Expression	Meaning
Commercial Purposes	means any purposes which seek to exploit the Ordnance Survey Data for Financial Gain or any purpose which is or is likely to place the use of the Ordnance Survey Data in competition with a third party who is seeking to exploit data licensed from Ordnance Survey for Financial Gain or for any other purpose.
Contractor Licence	means a licence which may be granted by you to any contractor employed by you to provide services in connection with Ordnance Survey Data in the form of the draft set out in Schedule 1 to this Licence.
Data	means any text, graphics, audio, visual (including still visual images) and/or audio visual material, software, applications, data, database content or other multimedia content, information or material.
Departing User	means a User that ceases to be involved on a Specified Project prior to completion of their Permitted Activities.

Derived Data	means all Data which are adapted from Ordnance Survey Data by a User.
Export	means an electronic extract of the Ordnance Survey Data to include all features and all associated attributes which are available in the format in which the Export is supplied.
Financial Gain	means a benefit accruing where you or a User, or any third party used by, or connected to you or a User, receives any revenue or credit for the publication or use of any Ordnance Survey Data in any format.
Intellectual Property Rights	means copyright, patent, trade mark, design right, topography right, database rights, trade secrets, know-how, rights of confidence, broadcast rights and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them.
Internet	means a network of linked computer networks that use the TCP/IP network protocols to facilitate data transmission and exchange.
Ordnance Survey Data	means such parts of the OS Sitemap® data contained in the datafile which is attached to the email by which you have been sent this Licence, together with the Derived Data.
Ordnance Survey, we, us	means the Secretary of State for Communities and Local Government acting through Ordnance Survey.
Permitted Activities	means professional services to be provided by a User in relation to a Specified Project, such services being limited to the design, construction, acquisition, disposal or management of land or property relating to the Specified Project.
Permitted Use	has the meaning set out in Clause 3.1 of this Licence and includes use of Ordnance Survey Data in accordance with the terms of Clauses 2, 3 and 4 of this Licence.
Replacement User	means a User appointed as a replacement for a Departing User in order to fulfil the same Permitted Activities that were to be performed by the Departing User.
Specification	means the latest current specification of any Ordnance Survey Data at the date on which they become subject to this Licence as published by Ordnance Survey on its website in a technical user guide and which is available to you on request and updated from time to time subject to any overriding provision in this Licence.

- Specified Project** means a project identifiable by Title, involving the design, construction, acquisition, disposal or management of land or property to which the Ordnance Survey Data relates, and in which land or property the Users have no interests and/or rights (other than completion of their Permitted Activities).
- Terminal** means a User's laptop, PC, workstation or other equipment containing a display screen on which Ordnance Survey Data may be displayed.
- Terminal Limit** means a total of forty (40) Terminals from which the Ordnance Survey Data may be accessed in relation to each Specified Project, whether such access is by one User using forty (40) Terminals, or by any multiple of Users who between them are using an aggregate of forty (40) Terminals, and for the avoidance of doubt each Terminal used to access the Ordnance Survey Data shall count towards such limit.
- Title** means a unique reference code name or number given to a single Specified Project which must be used by Users in relation to and in order to access the Ordnance Survey Data.
- User** means an individual user of the Ordnance Survey Data engaged or seeking engagement to conduct Permitted Activities relating to a Specified Project.
- User Sublicence** means a PDB end-user licence in the form set out at Schedule 2 to this licence, to be entered into between you and another User who obtains the Ordnance Survey Data from you.
- Vector Format** means the representation of individual geographic or cartographic features as individual data objects comprising but not limited to points, lines, areas and attributes including cartographic text.
- you/your** means you, being a User who has purchased Ordnance Survey Data and is party to this Licence.
- 1.2 Unless the context otherwise requires, any reference to a particular Clause or Schedule shall be a reference to a Clause in or a Schedule to this Licence.
- 1.3 Headings are inserted for convenience only and shall not affect the interpretation of any provision of this Licence.
- 1.4 Unless the contrary intention appears, words importing the masculine gender shall include the feminine and vice versa and words in the singular include the plural and vice versa in this Licence.
- 1.5 A reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted from time to time in this Licence.

- 1.6 Any reference to a party shall mean a party to this Licence.
- 1.7 You acknowledge that, apart from you, no person, firm, company or other organisation (including without limitation any company or organisation which is under common or partly under common ownership with you) shall have any rights whatsoever under this Licence.

2 Grant of licence

- 2.1 Under this Licence, we grant you a non-exclusive, non-transferable, revocable licence to copy and adapt the Ordnance Survey Data solely for the Permitted Use for the period specified by you in your offer for the Ordnance Survey Data, being a period of either twelve (12) months, eighteen (18) months, twenty-four (24) months or thirty (30) months commencing on the date that you receive the Ordnance Survey Data. You may not use the Ordnance Survey Data in any way or for any purpose other than as set out in this Clause 2.
- 2.2 This Licence does not give you any right to sublicense, distribute, sell or otherwise make Ordnance Survey Data available to third parties other than to:
- 2.2.1 your own subcontractors who may use the Ordnance Survey Data for your Permitted Use, in which case you shall ensure they execute a Contractor Licence; and/or
 - 2.2.2 other Users engaged or seeking engagement in relation to the same Specified Project as you, who may also use the Ordnance Survey Data for the Permitted Use, in which case you shall ensure they enter into a User Sublicence.
- 2.3 We further reserve the right to modify, enhance, replace, withdraw or make additions to the Ordnance Survey Data in any way whatsoever as we may determine in our discretion, provided that we shall not withdraw any Ordnance Survey Data already delivered to or collected by you.
- 2.4 We expressly reserve and retain all Intellectual Property Rights in the Ordnance Survey Data and any copies you or any User makes. Except as expressly stated in this Licence, you may not make any use of any of our Intellectual Property Rights nor in any form attempt to transfer, rent, lease or sublicense the Ordnance Survey Data or any copies of them.

3 Permitted Use

- 3.1 Permitted Use is defined as the use of Ordnance Survey Data in the ordinary day to day activities involved in the internal administration and running of your business or organisation or other Users' businesses or organisations in relation to completion of the Permitted Activities.

3.2 Such use of Ordnance Survey Data is only permitted in the following circumstances:

3.2.1 solely and explicitly for the administration and operation of your or other Users' businesses or organisations in relation to completion of your and each Users' Permitted Activities, which for the avoidance of doubt includes supply of the Ordnance Survey Data by you to other Users (or vice versa) solely to enable a User to complete their individual Permitted Activities, but excludes its supply to any other third party unless expressly permitted in this Licence);

3.2.2 by your or other Users' contractors and agents when undertaking any activity on your or another User's behalf which you or another User are permitted to undertake yourselves under this Licence, but solely and explicitly to provide the Ordnance Survey Data for the purpose of enabling contractors and agents to provide goods or services to you or other Users which are:

- a) an essential requirement to enable you or another User to complete your individual Permitted Activities; and
- b) which involve the integration of the Ordnance Survey Data as an essential part of the goods or services;

or to tender for the provision of such goods or services. You or the other User wishing to appoint a contractor or agent in accordance with this clause must require such contractor or agent to sign a contractor licence with you or the relevant User in the form of the Contractor Licence. Whichever of you or the relevant User that enters into the Contractor Licence, must enforce the provision in such Contractor Licence which requires the contractor or agent to erase all copies of Ordnance Survey Data on or before termination of such Contractor Licence. This must include those held in paper based or any electronic format, provided that you or the relevant User may permit such contractor or agent to retain one paper based archive copy of Ordnance Survey Data which is relevant and necessary to document the goods or services delivered to you or the User in question;

3.2.3 within any Permitted Activities provided by you or another User in relation to a Specified Project, provided that:

- a) the provision of Ordnance Survey Data is not a service in itself and does not form a significant part of any service offered by you or another User;
- b) Ordnance Survey Data is provided only in paper form or by electronic transmission of a graphic image that is in Vector Format produced solely for the purposes of allowing the recipient to view and print one copy; and
- c) only such amounts of Ordnance Survey Data may be used as are necessary to meet the specific need for which they are used.

- 3.3 Such use does not extend to use of the Ordnance Survey Data:
- 3.3.1 by any associated undertaking of yours and/or other Users, including associated, subsidiary, affiliated, holding or any parent or group companies or any other undertaking (save to the extent such associated undertaking is acting as a contractor or agent providing services pursuant to Clause 3.2.2); or
 - 3.3.2 save in the case of contractors and agents providing services pursuant to Clause 3.2.2 or provision of Permitted Activities by you or other Users in relation to a Specified Project, for any Financial Gain or Commercial Purposes of yours or other Users, whether the Ordnance Survey Data are used on their own or in combination with any of your or another User's products or services or which convey any Financial Gain for the benefit of any person other than you or a User or its employees.

4 Conditions of supply of Ordnance Survey Data to other Users

- 4.1 You may supply the Ordnance Survey Data to other Users engaged or seeking engagement in relation to the same Specified Project as you, subject to the conditions set out in clauses 4.2 and 4.3.
- 4.2 You shall ensure that:
- 4.2.1 before being granted access to the Ordnance Survey Data, Users accept the terms of the User Sublicence and specify the period of the licence required (which shall not exceed the remaining duration of your licence)
 - 4.2.2 no unauthorised use of Ordnance Survey Data may occur;
 - 4.2.3 other Users use the Ordnance Survey Data relating to any Specified Project (and any printed paper copies of Ordnance Survey Data) solely for the purpose of completing their individual Permitted Activities in relation to that Specified Project;
 - 4.2.4 each Specified Project is assigned a Title which must be used by you and other Users in order to access the Ordnance Survey Data;
 - 4.2.5 no updates or maintenance to the Ordnance Survey Data or additional Ordnance Survey Data shall be provided to you or other Users unless provided as part of an additional contract for the purchase of a PDB Licence;
 - 4.2.6 before being granted access to the Ordnance Survey Data you shall inform each User of the number of Terminals allocated to them from which they are permitted to access the Ordnance Survey Data, and the Ordnance Survey Data shall only be made available to Users up to the Terminal Limit, whether being accessed by one User or a number thereof in total;

- 4.2.7 the number of Terminals allocated to a Departing User may be reallocated to a Replacement User, and in these circumstances only the number of Terminals allocated originally to the Departing User shall count toward the Terminal Limit, and not also the reallocation of the number of Terminals to the Replacement User;
 - 4.2.8 you and other Users do not display or transfer Ordnance Survey Data on or via the Internet, with the exception of the delivery of the Ordnance Survey Data to Users or Contractors using an Internet based delivery method;
 - 4.2.9 Users are obliged to either return to Ordnance Survey or destroy all Ordnance Survey Data held relating to a Specified Project (including electronic and paper copies) upon expiry of their licence to use the same, subject to a limited right to retain one electronic or paper archive copy of the relevant Ordnance Survey Data. In the case of electronic copies these may not be retained for a period exceeding thirteen (13) years;
 - 4.2.10 Ordnance Survey Data is only stored by you and other Users locally in a Terminal and always securely held within such Terminal preventing unauthorised access or extraction; and
 - 4.2.11 Ordnance Survey Data is displayed or transferred by you and other Users only in its paper form or in Vector Format.
- 4.3 In the event that any User breaches the terms of their Licence or you suspect such a breach, you shall:
- 4.3.1 inform Ordnance Survey of any suspected breach; and
 - 4.3.2 cooperate with Ordnance Survey in order to enforce the Intellectual Property Rights of Ordnance Survey and the provisions of the licence with the User in question.

5 Your obligations

- 5.1 You shall:
- 5.1.1 at all times conduct your business in a manner which will not reflect unfavourably on the Ordnance Survey Data or on our good name and reputation;
 - 5.1.2 not by yourself or with others participate in any illegal, deceptive, misleading or unethical practices including, but not limited to, disparagement of the Ordnance Survey Data or Ordnance Survey or other practices which may be detrimental to the Ordnance Survey Data, Ordnance Survey or the public interest;
 - 5.1.3 not describe yourself or allow yourself to be described as Ordnance Survey's agent or representative or to act as such in any way; and

5.1.4 use your best endeavours to ensure that you use all adequate technological and security measures, including without limitation such measures as we may recommend from time to time, to ensure that all Ordnance Survey Data which you hold or are responsible for are secure from unauthorised use or access and are only used in accordance with the terms of this Licence;

5.2 You shall notify us as soon as you suspect any infringement or any other breach by a third party of our Intellectual Property Rights, and give us all reasonably required assistance in pursuing any infringement.

6 Trade Marks and rights acknowledgement

6.1 You must ensure that the following acknowledgement is displayed on all copies of Ordnance Survey Data:

'Reproduced from [**insert applicable name of Ordnance Survey product**] by permission of Ordnance Survey® on behalf of the Controller of Her Majesty's Stationery Office. © Crown Copyright [**insert year of publication of Ordnance Survey Data**]. All rights reserved. Reference number [*n n n n*].'

6.2 In relation to paper Ordnance Survey Data or paper reproduction of digital Ordnance Survey Data, if the paper output size is A4 (625 cm²) or less in area and unless otherwise set out in a Product Schedule, it is permissible to use the following abbreviated acknowledgement:

'Ordnance Survey © Crown Copyright. All rights reserved. Reference number [*n n n n*].'

6.3 You will not under any circumstances use or apply for registration of any trade mark in respect of our trade names or registered or unregistered trade marks or any part of them, nor use or apply to register any trade mark similar to or likely to be confused with any of them, nor register any domain name which is similar to or likely to be confused with any of our trade names or registered or unregistered trade marks or domain names.

7 Ownership of Ordnance Survey Data

7.1 The Crown (or, where applicable, our suppliers) owns the Intellectual Property Rights in the Ordnance Survey Data. All Ordnance Survey Data licensed under this Licence remain the property of the Crown (or, where applicable, our suppliers) and your use or possession of any Ordnance Survey Data does not give you any ownership of or other interest in any of the Ordnance Survey Data. Title to any copies that you make of Ordnance Survey Data shall pass to us on their creation, save that you may retain ownership of the paper on which any copies are made.

7.2 You will be responsible for all loss of or damage to the Ordnance Survey Data from the time we deliver them or make them available to you for collection.

7.3 If you fail to destroy any digital copies of the Ordnance Survey Data, when required under this Licence, we may enter upon any premises you own, occupy or control where the Ordnance Survey Data are situated and destroy the Ordnance Survey Data.

8 Variation

- 8.1 We reserve the right to amend this Licence at any time. All such changes shall become incorporated into this Licence when we give you notice of such change.
- 8.2 If you do not find the changes made in accordance with Clause 8.1 acceptable, you may, within thirty (30) days of such notice, terminate this Licence.

9 Auditing

- 9.1 Throughout the term of this Licence and for a period of ninety (90) days thereafter, you shall provide evidence of compliance with any of your obligations under this Licence, including without limitation in connection with the measures set out under Clause 9, if we so request.
- 9.2 You will maintain accurate, complete and detailed records related to all transactions arising out of this Licence. To meet our auditors' and business requirements, upon giving reasonable notice, we and/or the National Audit Office, and our or their representatives have the right on reasonable notice during business hours to enter your premises and to inspect and audit your books of account and all supporting documentation to ensure your compliance with the security, financial and intellectual property aspects of this Licence and to take copies of any necessary records. Without prejudice to Clause 9.3 you shall, at your expense, make appropriate employees and facilities available to provide us with all reasonable assistance to enable such inspection, auditing and copying to take place.
- 9.3 If the audit (or any other periodic inspection not being a full audit) shows that you have not complied with your obligations under this Licence, we shall be entitled to charge you a corresponding proportion of its then current annual licence fee for any Ordnance Survey Data still in your possession. We will bear the costs of any such audit except where the audit indicates that you are in breach of your obligations under this Licence in which case you will bear the costs of the audit. Any sum payable shall be subject to interest at two per cent (2%) over the base rate from time to time of National Westminster Bank plc from the date this sum was originally due up to the date of payment (whether before or after judgment).
- 9.4 We may stipulate a range of reasonable measures arising from the findings of any audit by which we can ensure your compliance with your obligations under this Licence.

10 Termination

- 10.1 This Licence shall terminate automatically on the happening of any one of the following events:
- 10.1.1 if you are in breach of any of the terms of this Licence;
 - 10.1.2 if you authorise use of the Ordnance Survey's Intellectual Property Rights to an unauthorised third party;

- 10.1.3 if the parties are in dispute over any rights in or use of Intellectual Property Rights;
- 10.1.4 if at any time Ordnance Survey loses the right to administer Crown Copyright in respect of the Ordnance Survey Data;
- 10.1.5 you are unable to pay your debts within the meaning of Section 123 of the *Insolvency Act 1986*, cease to carry on business, have a receiver, administrative receiver, administrator or similar officer appointed over all or any part of your assets or undertaking, make an assignment for the benefit of, or a composition with, your creditors generally or another arrangement of similar import, commit an act of bankruptcy or go into liquidation or are the subject of a petition for bankruptcy or a winding-up order otherwise than for the purposes of a bona fide amalgamation or reconstruction; or
- 10.1.6 you have a change or are intending to change Control of your business, where Control shall mean the power (directly or indirectly) whether by holding of securities, voting control, contract or otherwise, to appoint or remove a majority of the directors of a company and includes the power to appoint or remove a majority of the directors of a company if exercisable through any number of intermediate bodies corporate prior to its possible exercise over the company in question.

11 Effects of termination of this Licence

- 11.1 In the event of termination or expiry of this Licence:
 - 11.1.1 your and our accrued rights and remedies will not be affected;
 - 11.1.2 subject to Clause 11.1.3, you shall within thirty (30) days of such termination destroy (or arrange for the destruction of) all Ordnance Survey Data (including any Ordnance Survey Data embedded in any other material but excluding any paper copies of such Ordnance Survey Data whether or not derived from digital copies) which you hold or are responsible for, or return (or arrange for the return of) all Ordnance Survey Data and Confidential Information to us, and provide, at our request, a sworn statement by a duly authorised executive that you no longer hold any Ordnance Survey Data;
 - 11.1.3 you shall be permitted to retain one electronic or paper archive copy of the Ordnance Survey Data, which in the case of an electronic copy, may not be retained for a period exceeding thirteen (13) years.
- 11.2 The provisions of Clauses 7, 9, 11, 12.4, 13 and 16.2 shall continue in full force and effect, notwithstanding such termination or expiry.

12 Warranties

- 12.1 We shall use our reasonable endeavours to ensure that the Ordnance Survey Data substantially conforms to the Specification. If within thirty (30) days of receipt you find it does not so conform and you notify us then we will use reasonable endeavours to rectify any problem which exists provided that it has not been caused by any modification, variation or addition not performed or authorised by us, and has not been caused by any computer software or equipment with which it is incompatible. The supply of the substitute Ordnance Survey Data shall be your sole and exclusive remedy and our sole and exclusive liability for supplying faulty or incomplete Ordnance Survey Data or Ordnance Survey Data which do not conform to the relevant Specification. If we are unable to rectify the problem you and we may terminate this Licence by notice with immediate effect.
- 12.2 We warrant that we are authorised by the Controller of Her Majesty's Stationery Office, who holds and exercises Crown Copyright and other copyrights owned by Her Majesty, to grant licences to use such copyrights on the terms of this Licence but we do not warrant that the Intellectual Property Rights subsist in, or that Her Majesty owns (either at all or free from encumbrances or licences), all of the Ordnance Survey Data and any condition, warranty or representation, whether express or implied, to the contrary is hereby excluded to the maximum extent permissible by law.
- 12.3 Ordnance Survey Data has not been created for any particular customer's or your requirements, whether operationally, functionally, technically, accurately or otherwise. It is your responsibility to ensure that Ordnance Survey Data are fit for your intended use or purpose. You acknowledge that if you do not obtain updated Ordnance Survey Data from time to time, then, over time, the operation, technology, functionality and accuracy of the Ordnance Survey Data are likely to degrade and fail to meet the current relevant Specification.
- 12.4 We exclude, to the fullest extent permissible by law and except as expressly stated in this Clause 12, all warranties, conditions, representations or terms, whether express or implied by common law, statute or otherwise including, but not limited to, any regarding the accuracy, compatibility, fitness for purpose, performance, satisfactory quality or use of Ordnance Survey Data, Ordnance Survey Updates and any services we provide to you.

13 Liabilities and indemnities

- 13.1 Subject to Clause 13.2, we accept no responsibility or liability whether in contract, tort (including negligence), strict liability or otherwise for any loss or damage of whatsoever nature arising from any use of the Ordnance Survey Data.
- 13.2 Neither you nor we exclude liability for:
- 13.2.1 death or personal injury to the extent it results from negligence, or that of your or our employees or agents in the course of their engagement hereunder; or
 - 13.2.2 fraud.

- 13.3 Subject to Clause 13.5, in no event shall either you or we be liable to the other in contract, tort (including negligence), strict liability or otherwise for any special, indirect or consequential losses or damages.
- 13.4 Subject to Clauses 13.2, 13.3 and 13.5, the total and aggregate liability of each of you and us for all claims made (whether in contract, tort, including negligence and breach of statutory duty, or otherwise) under or in connection with this Licence shall be limited to an amount equal to the total amount that you paid for the Ordnance Survey Data.
- 13.5 You will be liable for and will indemnify and keep us (together with our employees, directors, subcontractors and agents) indemnified from and against any and all claims, demands, proceedings, costs, charges, damages, loss and liability whatsoever incurred or suffered by us whether direct, indirect or consequential (including without limitation any economic loss or other loss of profits, business or goodwill) arising out of any dispute, claims or proceedings brought against us by reason of the infringement by you or anyone under your control of any of our Intellectual Property Rights.
- 13.6 If you are a consumer, your statutory rights are not affected by this Licence.

14 Events outside anyone's control

Neither party will be responsible for any delay or failure in carrying out obligations under this Agreement 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 (or parties) shall be allowed a period of thirty (30) days to carry out its obligations in these circumstances.

15 Construction of this Licence

No rule of construction will apply in the interpretation of this Licence to the disadvantage of one party on the basis that such party put forward or drafted this Licence or any provision of this Licence.

16 Assignment, subcontracting and sublicensing

- 16.1 You are not entitled to subcontract, assign, transfer or novate rights and/or obligations under this Licence.
- 16.2 We shall be entitled to assign, transfer or novate 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 our activities or functions to any other entity, to the entity to which our functions have been transferred. You expressly agree to the assumption of our obligations under this Licence by that entity.

17 Partnership, joint venture and agency excluded

Nothing in this Licence or any circumstances associated with it or its performance gives rise to any relationship of agency, partnership or employer and employee between you and us.

18 Entire agreement

The parties agree that this Licence and any documents referred to in it constitute the entire agreement and understanding between the parties concerning the subject matter of this Licence. This Licence supersedes all understandings, representations and agreements made between the parties concerning such subject matter. However neither party seeks to exclude liability for any fraudulent misrepresentations.

19 Waiver

- 19.1 The waiving (which must be in writing and signed by an authorised representative of the relevant party) on a particular occasion by either party of rights under this Licence does not imply that other rights will be waived.
- 19.2 If a party has a right arising from the other party's failure to comply with an obligation under this Licence and delays in exercising or does not exercise that right, such delay in exercising or failure to exercise is not a waiver of that right or any other right.

20 Severability

Each term of this Licence is a separate term and is intended to stand alone. Should any provision of this Licence be held to be invalid or unenforceable, such provision shall be severed from the remainder of this Licence, which will continue to be valid and enforceable to the fullest extent permitted by law.

21 Further assurance

The parties shall do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by this Licence.

22 Notices

- 22.1 Any notice required to be given for the purposes of this Licence shall be given in writing by sending the notice by either:
- 22.1.1 prepaid first-class post;
 - 22.1.2 recorded delivery;

- 22.1.3 email (in the case of a notice by us only);
 - 22.1.4 facsimile; or
 - 22.1.5 delivery by hand.
- 22.2 Any notice sent by prepaid first-class post or recorded delivery shall be deemed to have been served two (2) business days after posting. Any notice sent by facsimile 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 following business day following sending, provided that electronic confirmation of the email having been opened as been received. Any notice delivered by hand shall be deemed to have been served on the same day if received before 4 pm on a business day, or on the next business day if received after 4 pm.
- 22.3 Any notice given under this Clause 22 shall not be valid unless it is expressly stated to be a notice pursuant to this Clause 22.

23 Contracts (Rights of Third Parties) Act 1999

Apart from the Controller of Her Majesty's Stationery Office and the persons referred to in Clause 13.5, a person who is not a party to this Agreement has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any terms of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

24 Jurisdiction and governing law

- 24.1 This Licence will be governed by and construed in accordance with English law.
- 24.2 Both parties confer exclusive jurisdiction of the English courts in respect of any proceedings issued by either party in connection with this Licence.

Further information

If you have any questions to need more information on general copyright matters, including copies of our current copyright leaflets, please contact:

Ordnance Survey
Copyright licensing
Romsey Road
SOUTHAMPTON
United Kingdom
SO16 4GU

Phone: 023 8079 2913
Fax: 023 8079 2535

Website: www.ordnancesurvey.co.uk

L0009_M_PDB

Schedule 1 to PDB End-User Licence

Contractor Licence of Ordnance Survey Mapping and Data Centre Data

Between:

(1) [Sub-Licensor]

and

(2) [Contractor]

**Agreement [subject to contract]
Restricted – commercial to the Parties to the
Agreement**

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based on L0002_M_ContractorLicence

This Contractor Licence is made this day of

Between:

(1) [] of [] (the **Sub-Licensor**); and

(2) [] of [] (the **Contractor**).

Background:

- A The Sub-Licensor has acquired a licence to use certain Ordnance Survey Data as Partner for the Licensed Use.
- B The Sub-Licensor wishes to provide such Ordnance Survey Data to the Contractor to enable the Contractor to provide a Tender or to carry out the Works.
- C The Sub-Licensor has authority to grant a licence to the Contractor in respect of any Ordnance Survey Data provided to the Contractor on the limited terms of this Contractor Licence.

Operative Terms:

1 Definitions and interpretations

1.1 Expression

Meaning

Confidential Information

means any information that relates to the affairs of the Sub-Licensor and Ordnance Survey and that is acquired by the Contractor in anticipation of or as a result of this Contractor Licence. This excludes information which is in the public domain other than through the breach of any duty of confidentiality;

Data

means any text, graphics, audio, visual (including still visual images) and/or audio-visual material, software, applications, data, database content or other multimedia content, information and material;

Intellectual Property Rights

means copyright, patent, trade mark, design right, topography right, database right, trade secrets, know-how, rights of confidence, broadcast rights and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them;

Licensed Use

means such use as has been licensed to the Sub-Licensor by Ordnance Survey;

Ordnance Survey Data

means Data owned by or licensed to Ordnance Survey, as amended from time to time by Ordnance Survey Updates;

- Ordnance Survey Updates** means the updates, revisions and amendments to the Ordnance Survey Data which Ordnance Survey may provide or in respect of which Ordnance Survey may provide access from time to time for the benefit of the Sub-Licensor;
- Tender** means a proposal by the Contractor for the supply to the Sub-Licensor of goods and/or services;
- Works** means the works, goods or services the Contractor is engaged to provide to the Sub-Licensor.
- 1.2 Unless the context otherwise requires, each reference to a particular Clause shall be a reference to that Clause contained in this Contractor Licence.
- 1.3 Headings are inserted for convenience only and shall not affect the interpretation of any provision of this Contractor Licence.
- 1.4 Unless the contrary intention appears, words importing the masculine gender shall include the feminine and vice versa and words in the singular include the plural and vice versa in this Contractor Licence.
- 1.5 A reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted from time to time in this Contractor Licence.
- 1.6 The Contractor acknowledges that, apart from the Contractor, no person, firm, company or organisation (including without limitation any company or organisation which is under common or partly under common ownership with the Contractor) shall have any rights whatsoever under this Licence.

2 Consideration and Term

In consideration for the Contractor's agreement to provide services to the Sub-Licensor as specified elsewhere, the Sub-Licensor hereby agrees to grant such licence terms as are specified in this Contractor Licence in respect of Ordnance Survey Data for as long as the Contractor shall require use of such Ordnance Survey Data in order to meet its obligations to the Sub-Licensor, subject to other termination provisions contained in this Contractor Licence.

3 Grant of Licence

- 3.1 If the Sub-Licensor delivers to the Contractor and/or provides the Contractor with any access to Ordnance Survey Data, then under this Contractor Licence the Sub-Licensor, as a licensee of Ordnance Survey, grants the Contractor a non-exclusive, non-transferable, revocable licence to copy and adapt the Ordnance Survey Data solely for the purposes of providing the Tender or the Works to the Sub-Licensor to the extent and subject to the restrictions of the Sub-Licensor's Licensed Use which shall be notified to the Contractor. The Contractor may not use the Ordnance Survey Data in any way or for any purpose other than as set out in this Contractor Licence.

- 3.2 Except as provided in Clause 3.5, the Contractor acknowledges that the licence of particular Ordnance Survey Data shall terminate immediately the Contractor has delivered the Tender or completed the Works for which such Ordnance Survey Data are required.
- 3.3 The Contractor shall be entitled to retain Ordnance Survey Data to the limited extent provided in Clause 11.3.
- 3.4 This Contractor Licence does not give the Contractor any right to sublicense, distribute, sell or otherwise make Ordnance Survey Data available to third parties.
- 3.5 The Contractor acknowledges that Ordnance Survey has expressly reserved and retained all Intellectual Property Rights in the Ordnance Survey Data and any copies made by the Sub-Licensor or the Contractor.

4 Obligations of Contractor

- 4.1 The Contractor acknowledges that it shall:
- 4.1.1 at all times conduct its business in a manner which will not reflect unfavourably on the Ordnance Survey Data or on the name and reputation of Ordnance Survey;
 - 4.1.2 not by itself or with others participate in any illegal, deceptive, misleading or unethical practices including, but not limited to, disparagement of the Ordnance Survey Data or Ordnance Survey or other practices which may be detrimental to the Ordnance Survey Data, Ordnance Survey or the public interest;
 - 4.1.3 not describe itself or allow itself to be described as Ordnance Survey's agent or representative or to act in any such way; and
 - 4.1.4 use its best endeavours to ensure that it shall use all adequate technological and security measures including, without limitation, such measures as Ordnance Survey or the Sub-Licensor may recommend from time to time, to ensure that all Ordnance Survey Data which it holds or is responsible for are secure from unauthorised use or access and are only used in accordance with the terms of this Contractor Licence.
- 4.2 The Contractor shall notify the Sub-Licensor as soon as it suspects any infringement or any other breach by a third party of any Intellectual Property Rights which may exist in Ordnance Survey Data, and give the Sub-Licensor and Ordnance Survey all reasonably required assistance in pursuing any infringement.
- 4.3 The Contractor acknowledges the following instructions with regard to Ordnance Survey Data:
- 4.3.1 any Ordnance Survey Data provided by the Sub-Licensor shall only be that which is appropriate and necessary for the Contractor to carry out its obligations;

- 4.3.2 any information relating to Ordnance Survey Data can only be used by the Contractor in connection with its specific obligations to the Sub-Licensor;
- 4.3.3 any further copies of Ordnance Survey Data made by the Contractor must carry acknowledgements identical to those on the originals first provided to the Contractor;
- 4.3.4 where digital data are involved, any computer systems holding such data must be password protected by the Contractor. In addition, only authorised staff should have access to the Ordnance Survey Data. All original and back-up media and hard copies produced from such Ordnance Survey Data must be kept in a secure environment.

5 Ownership of Ordnance Survey Data

- 5.1 The Crown (or, where applicable, Ordnance Survey's suppliers) owns the Intellectual Property Rights in the Ordnance Survey Data. All Ordnance Survey Data licensed under this Contractor Licence remain the property of the Crown (or, where applicable, Ordnance Survey's suppliers) and the Contractor's use or possession of any Ordnance Survey Data does not give the Contractor any ownership of or any interest in any of the Ordnance Survey Data. Title to any copies that the Contractor makes of Ordnance Survey Data shall pass to Ordnance Survey on their creation.
- 5.2 The Contractor shall be responsible for all loss of or damage to the Ordnance Survey Data from the time they are delivered to the Contractor or made available to the Contractor for collection.
- 5.3 If the Contractor fails to destroy any copies of the Ordnance Survey Data when required under this Contractor Licence or required by Ordnance Survey, the Contractor acknowledges that Ordnance Survey shall have the right to enter upon any premises owned, occupied or controlled by the Contractor where the Ordnance Survey Data are situated and it may destroy the Ordnance Survey Data.

6 Variation

- 6.1 The Sub-Licensor reserves the right to amend at any time the terms of this Contractor Licence. All such amendments shall become incorporated into this Contractor Licence as soon as notice has been given to the Contractor. If the Contractor does not find the changes made in accordance with this Clause 6.1 acceptable, the Contractor may, within thirty (30) days of such notice, terminate this Contractor Licence by giving notice in writing to the Sub-Licensor.
- 6.2 The Contractor shall, within thirty (30) days of any variation by which any Ordnance Survey Data are removed from the terms of this Contractor Licence, destroy all such Ordnance Survey Data in its possession in all media (including any Ordnance Survey Data embedded in any other material) which are held by the Contractor or for which the Contractor is responsible, or return all such Ordnance Survey Data to the Sub-Licensor and provide, at the Sub-Licensor's request, a sworn statement by a duly authorised executive that the Contractor no longer holds such Ordnance Survey Data.

7 Auditing

- 7.1 The Contractor shall provide evidence of compliance with any of its obligations under this Contractor Licence to the Sub-Licensors, including without limitation in connection with the measures set out in this Clause 7.
- 7.2 The Contractor will maintain accurate, complete and detailed records relating to all transactions arising out of this Contractor Licence. To meet the requirements of the National Audit Office and Ordnance Survey's own business requirements, the representatives of the National Audit Office and Ordnance Survey shall have the right on reasonable notice during business hours to enter the Contractor's premises and to inspect and audit its books of account and all supporting documentation to ensure its compliance with the security and intellectual property aspects of this Contractor Licence and to take copies of any necessary records. The Contractor shall, at its own expense, make appropriate employees and facilities available to provide Ordnance Survey and/or the National Audit Office with all reasonable assistance to enable such inspection, auditing and copying to take place.
- 7.3 Ordnance Survey may stipulate a range of reasonable measures arising from the findings of any audit by which it can ensure the compliance of the Contractor with its obligations under this Contractor Licence.

8 Confidential Information

- 8.1 The Contractor agrees:
- 8.1.1 to use Confidential information only for performing its obligations and in accordance with its rights under this Contractor Licence;
 - 8.1.2 to keep all Confidential Information secure, and to disclose it only to those employees, consultants, directors and professional advisers who are directly involved in this Contractor Licence and who are subject to at least the same obligations of confidentiality in relation to the Confidential Information as the Contractor;
 - 8.1.3 to notify the Sub-Licensors without delay of any unauthorised use, copying or disclosure of the Confidential Information of which it becomes aware and provide all reasonable assistance to the Sub-Licensors to stop such unauthorised use and/or disclosure;
 - 8.1.4 that Confidential Information shall at all times remain the property of the Sub-Licensors or Ordnance Survey, as the case may be. Other than as set out elsewhere in this Contractor Licence, no licence of Intellectual Property Rights is granted by any disclosure of Confidential Information. Confidential Information may not be copied or reproduced by the Contractor without the Sub-Licensors's prior written consent, and any permitted copies are also Confidential Information;
 - 8.1.5 except as required by law or by governmental or regulatory requirements, not to disclose Confidential Information to any third parties without the Sub-Licensors's prior written consent.

- 8.2 The obligations in this Clause 8 do not apply to any information which the Contractor can demonstrate was previously known to it (unless acquired directly from the Sub-Licensor or in breach of any obligation of confidentiality) or independently developed by it without the use of any Confidential Information.
- 8.3 The Contractor may not divulge directly or indirectly to the press or any other third party, other than to its professional advisers and Ordnance Survey and where it is required by law so to do, details of this Licence or of any dispute between it and the Sub-Licensor or involving Ordnance Survey.

9 Warranties

- 9.1 The Sub-Licensor gives no warranty with regard to the quality or description of the Ordnance Survey Data but, on receipt of any notice from the Contractor with regard to any apparent defect, the Sub-Licensor's sole liability, and the Contractor's sole remedy, shall be to the effect that the Sub-Licensor shall report such matter to Ordnance Survey.
- 9.2 The Contractor acknowledges that the Sub-Licensor has received a warranty to the effect that Ordnance Survey is authorised by the Controller of Her Majesty's Stationery Office, which holds and exercises Crown Copyright and other copyrights owned by Her Majesty, to grant licences to use such copyrights on the terms of this Contractor Licence. However, the Contractor acknowledges that no warranty is given that Intellectual Property Rights subsist in or that Her Majesty owns (either at all or free from encumbrances or licences) all of the Ordnance Survey Data and any condition, warranty or representation, whether express or implied, to the contrary is hereby excluded to the maximum extent permissible by law.
- 9.3 The Sub-Licensor excludes, to the fullest extent permissible by law and except as expressly stated in this Clause 9, all warranties, conditions, representations or terms, whether express or implied by common law, statute or otherwise, including, but not limited to, any regarding the accuracy, compatibility, fitness for purpose, performance, satisfactory quality or use of Ordnance Survey Data or Ordnance Survey Updates.

10 Liabilities

- 10.1 The parties acknowledge that any limits and exclusions of liability in relation to each other under this Contractor Licence shall be governed by the terms and conditions of other contracts between them.
- 10.2 It is further acknowledged by the parties that Ordnance Survey shall have no liability whatsoever to the Contractor in respect of the Ordnance Survey Data or any matter or thing in connection with this Contractor Licence.

11 Termination

- 11.1 Either party may terminate this Contractor Licence with immediate effect at any time by giving notice to the other party.

- 11.2 Except as provided in Clause 11.3, as soon as this Contractor Licence is terminated or the Contractor has ceased to need to have access to Ordnance Survey Data for the Tender or the Works, the Contractor shall immediately either destroy (or arrange for the destruction of) all Confidential Information and Ordnance Survey Data in all media (including without limitation any Ordnance Survey Data embedded in any paper copies and any other material) which the Contractor holds or is responsible for or return or arrange for the return of all Ordnance Survey Data and Confidential Information to the Sub-Licensor or Ordnance Survey, and provide, at the request of the Sub-Licensor or Ordnance Survey, a sworn statement by a duly authorised executive that the Contractor no longer holds any Ordnance Survey Data or Confidential Information.
- 11.3 The Contractor shall be entitled to retain one paper based archive copy of any Ordnance Survey Data which is relevant and necessary to document the Tender or the Works, as the case may be.
- 11.4 Notwithstanding the termination of this Contractor Licence, those Clauses intended to survive termination, including without limitation Clauses 1, 5, 7, 8, 10, 11.2, 11.3, 17 and 19, shall continue in full force and effect.

12 Assignment, subcontracting and sublicensing

The Contractor shall only be entitled to subcontract, assign, transfer or novate rights and/or obligations under this Contractor Licence with the prior written consent of both the Sub-Licensor and Ordnance Survey.

13 Entire Agreement

The parties agree that this Contractor Licence and any documents referred to in it constitute the entire agreement with regard to the Contractor's right to have access to Ordnance Survey Data. This Contractor Licence supersedes all understandings, representations and agreements made between the parties concerning such matters. However, neither party seeks to exclude liability for any fraudulent misrepresentations.

14 Waiver

- 14.1 The waiving (which must be in writing and signed by an authorised representative of the relevant party) on a particular occasion by either party of rights under this Contractor Licence does not imply that other rights will be waived.
- 14.2 If a party has a right arising from the other party's failure to comply with an obligation under this Contractor Licence and delays in exercising or does not exercise that right, such delay in exercising or failure to exercise is not a waiver of that right or any other right.

15 Severability

Each term of this Contractor Licence is a separate term and is intended to stand alone. Should any provision of this Contractor Licence be held to be invalid or unenforceable, such provision shall be severed from the remainder of this Contractor Licence, which will continue to be valid and enforceable to the fullest extent permitted by law.

16 Further assurance

The parties shall do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by this Contractor Licence.

17 Notices

17.1 Any notice required to be given for the purposes of this Contractor Licence shall be given in writing by sending the notice by either:

- (a) prepaid first-class post; or
- (b) recorded delivery; or
- (c) facsimile; or
- (d) delivery by hand.

17.2 Any notice shall be sent to the address/fax number or other contact details:

(a) for the Sub-Licensor:

Contact:

Address:

Telephone:

Facsimile:

(b) for the Contractor:

Contact:

Address:

Telephone:

Facsimile:

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

17.3 Any notice sent by prepaid first-class post or recorded delivery shall be deemed to have been served two (2) business days after posting. Any notice sent by facsimile 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 following business day following sending, provided that electronic confirmation of the email having been opened has been received. 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.

18 Contracts (Rights of Third Parties) Act 1999

Apart from Ordnance Survey and the Controller of Her Majesty’s Stationery Office, a person who is not a party to this Contractor Licence has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any terms of this Contractor Licence, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

19 Jurisdiction and governing law

This Contractor Licence will be governed by and construed in accordance with English law. Both parties submit to the exclusive jurisdiction on the English courts in respect of any proceedings issues by either party in connection with this Contractor Licence.

IN WITNESS whereof the hands of the duly authorised representatives the day and year first above written.

For Sub-Licensor

For Contractor

Signature

Signature

Name

Name

Position

Position

Company

Company

Date

Date

Schedule 2 to PDB End-user Licence

Plan, Design, Build (PDB) End User Sublicence

The following end-user sublicence grants rights to Users (as defined below) engaged on Plan, Design and Build Projects.

Important – Please read carefully

Your use of the Ordnance Survey Data (as defined below) is subject to the terms and conditions in the licence (the **Licence**) set out below. Please read them carefully.

By opening a datafile containing the Ordnance Survey Data which accompanies this Licence, you indicate your acceptance of this Licence. If you do not accept them (i) you may not use the Data; and (ii) you must immediately delete the datafile containing the Ordnance Survey Data and send confirmation that you have done this by email to the Sub-Licensor from whom you obtained the Ordnance Survey Data.

Any use of Ordnance Survey Data which is not expressly addressed in this Licence or which is not expressly permitted is prohibited. Any such use of Ordnance Survey Data may be made only with the express written agreement of Ordnance Survey in a form of a licence for the commercial use of such data, the terms and conditions for which are available on request.

1 Definitions and interpretation

1.1 In this Licence the following expressions have the following meanings:

Expression	Meaning
Commercial Purposes	means any purposes which seek to exploit the Ordnance Survey Data for Financial Gain or any purpose which is or is likely to place the use of the Ordnance Survey Data in competition with a third party who is seeking to exploit data licensed from Ordnance Survey for Financial Gain or for any other purpose.
Contractor Licence	means a licence which may be granted by you to any contractor employed by you to provide services in connection with Ordnance Survey Data in the form of the draft set out in Schedule 1 to this Licence.
Data	means any text, graphics, audio, visual (including still visual images) and/or audio visual material, software, applications, data, database content or other multimedia content, information or material.
Derived Data	means all Data which are adapted from Ordnance Survey Data by a User.

Export	means an electronic extract of the Ordnance Survey Data to include all features and all associated attributes which are available in the format in which the Export is supplied.
Financial Gain	means a benefit accruing where you or a User, or any third party used by, or connected to you or a User, receives any revenue or credit for the publication or use of any Ordnance Survey Data in any format.
Intellectual Property Rights	means copyright, patent, trade mark, design right, topography right, database rights, trade secrets, know-how, rights of confidence, broadcast rights and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them.
Internet	means a network of linked computer networks that use the TCP/IP network protocols to facilitate data transmission and exchange.
Ordnance Survey Data	means such parts of the OS Sitemap data contained in the datafile which is attached to the email by which you have been sent this Licence, together with the Derived Data.
Ordnance Survey	means the Secretary of State for Communities and Local Government acting through Ordnance Survey.
Permitted Activities	means professional services to be provided by a User in relation to a Specified Project, such services being limited to the design, construction, acquisition, disposal or management of land or property relating to the Specified Project.
Permitted Use	has the meaning set out in Clause 3.1 of this Licence and includes use of Ordnance Survey Data in accordance with the terms of Clauses 2, 3 and 4 of this Licence.
Specification	means the latest current specification of any Ordnance Survey Data at the date on which they become subject to this Licence as published by Ordnance Survey on its website in a technical user guide and which is available to you on request and updated from time to time subject to any overriding provision in this Licence.
Specified Project	means a project identifiable by Title, involving the design, construction, acquisition, disposal or management of land or property to which the Ordnance Survey Data relates, and in which land or property the Users have no interests and/or rights (other than completion of their Permitted Activities).
Sub-Licensor, we, our	means the person, firm or organisation who has entered into a separate PDB licence with Ordnance Survey and from whom you have obtained the Ordnance Survey Data.

- Terminal** means a User's laptop, PC, workstation or other equipment containing a display screen on which Ordnance Survey Data may be displayed.
- Terminal Limit** means a total of forty (40) Terminals from which the Ordnance Survey Data may be accessed in relation to each Specified Project, whether such access is by one User using forty (40) Terminals, or by any multiple of Users who between them are using an aggregate of forty (40) Terminals, and for the avoidance of doubt each Terminal used to access the Ordnance Survey Data shall count towards such limit.
- Title** means a unique reference code name or number given to a single Specified Project which must be used by Users in relation to and in order to access the Ordnance Survey Data.
- User** means an individual user of the Ordnance Survey Data engaged or seeking engagement to conduct Permitted Activities relating to a Specified Project.
- Vector Format** means the representation of individual geographic or cartographic features as individual data objects comprising but not limited to points, lines, areas and attributes including cartographic text.
- you/your** means you, being a User who has obtained Ordnance Survey Data and is party to this Licence.
- 1.2 Unless the context otherwise requires, any reference to a particular Clause or Schedule shall be a reference to a Clause in or a Schedule to this Licence.
- 1.3 Headings are inserted for convenience only and shall not affect the interpretation of any provision of this Licence.
- 1.4 Unless the contrary intention appears, words importing the masculine gender shall include the feminine and vice versa and words in the singular include the plural and vice versa in this Licence.
- 1.5 A reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted from time to time in this Licence.
- 1.6 Any reference to a party shall mean a party to this Licence.
- 1.7 You acknowledge that, apart from you, no person, firm, company or other organisation (including without limitation any company or organisation which is under common or partly under common ownership with you) shall have any rights whatsoever under this Licence.

2 Grant of licence

- 2.1 Under this Licence, Sub-Licensor grants you a non-exclusive, non-transferable, revocable licence to copy and adapt the Ordnance Survey Data solely for the Permitted Use for the period specified by you to the Sub-Licensor, being a period of either twelve (12) months, eighteen (18) months, twenty four (24) months or thirty (30) months commencing on the date that you receive the Ordnance Survey Data. You may not use the Ordnance Survey Data in any way or for any purpose other than as set out in this Clause 2.
- 2.2 This Licence does not give you any right to sublicense, distribute, sell or otherwise make Ordnance Survey Data available to third parties other than to your own subcontractors who may use the Ordnance Survey Data for your Permitted Use, in which case you shall ensure they execute a Contractor Licence.
- 2.3 Ordnance Survey further reserves the right to modify, enhance, replace, withdraw or make additions to the Ordnance Survey Data in any way whatsoever as Ordnance Survey may determine in its discretion.
- 2.4 Ordnance Survey expressly reserves and retains all Intellectual Property Rights in the Ordnance Survey Data and any copies you or any User makes. Except as expressly stated in this Licence, you may not make any use of any of Ordnance Survey's Intellectual Property Rights nor in any form attempt to transfer, rent, lease or sublicense the Ordnance Survey Data or any copies of them.

3 Permitted Use

- 3.1 Permitted Use is defined as the use of Ordnance Survey Data in the ordinary day to day activities involved in the internal administration and running of your business or organisation in relation to completion of the Permitted Activities.
- 3.2 Such use of Ordnance Survey Data is only permitted in the following circumstances:
- 3.2.1 solely and explicitly for the administration and operation of your business or organisation in relation to completion of your Permitted Activities, which for the avoidance of doubt excludes supply of the Ordnance Survey Data by you to other Users or any other third party (unless expressly permitted in this Licence);
- 3.2.2 by your contractors and agents when undertaking any activity on your behalf which you are permitted to undertake yourself under this Licence, but solely and explicitly to provide the Ordnance Survey Data for the purpose of enabling contractors and agents to provide goods or services to you which are:
- a) an essential requirement to enable you to complete your individual Permitted Activities; and
 - b) which involve the integration of the Ordnance Survey Data as an essential part of the goods or services;

or to tender for the provision of such goods or services. You must require such contractor or agent to sign a contractor licence with you in the form of the Contractor Licence, and you must enforce the provision in such Contractor Licence which requires the contractor or agent to erase all copies of Ordnance Survey Data on or before termination of such Contractor Licence. This must include those held in paper based or any electronic format, provided that you may permit such contractor or agent to retain one paper based archive copy of Ordnance Survey Data which is relevant and necessary to document the goods or services delivered to you;

- 3.2.3 within any Permitted Activities provided by you in relation to a Specified Project, provided that:
- a) the provision of Ordnance Survey Data is not a service in itself and does not form a significant part of any service offered by you;
 - b) Ordnance Survey Data is provided only in paper form or by electronic transmission of a graphic image that is in Vector Format produced solely for the purposes of allowing the recipient to view and print one copy;
 - c) only such amounts of Ordnance Survey Data may be used as are necessary to meet the specific need for which they are used;
 - d) you do not display or transfer Ordnance Survey Data on or via the Internet, with the exception of delivery permitted under this Licence using an Internet based delivery method;
 - e) Ordnance Survey Data is only stored locally in a Terminal and always securely held within such Terminal preventing unauthorised access or extraction; and
 - f) Ordnance Survey Data is only made available by you on a number of Terminals that does not exceed the amount of the Terminal Limit that has been allocated to you by Sub-Licensors.

3.3 Such use does **not** extend to use of the Ordnance Survey Data:

3.3.1 by any associated undertaking of yours, including associated, subsidiary, affiliated, holding or any parent or group companies or any other undertaking (save to the extent such associated undertaking is acting as a contractor or agent providing services pursuant to Clause 3.2.2); or

3.3.2 save in the case of contractors and agents providing services pursuant to Clause 3.2.2 or provision of Permitted Activities by you in relation to a Specified Project, for any Financial Gain or Commercial Purposes of yours, whether the Ordnance Survey Data are used on their own or in combination with any of your products or services or which convey any Financial Gain for the benefit of any person other than you or a User or its employees.

4 Your obligations

- 4.1 You shall:
- 4.1.1 at all times conduct your business in a manner which will not reflect unfavourably on the Ordnance Survey Data or on Ordnance Survey's good name and reputation;
 - 4.1.2 not by yourself or with others participate in any illegal, deceptive, misleading or unethical practices including, but not limited to, disparagement of the Ordnance Survey Data or Ordnance Survey or other practices which may be detrimental to the Ordnance Survey Data, Ordnance Survey or the public interest;
 - 4.1.3 not describe yourself or allow yourself to be described as Ordnance Survey's agent or representative or to act as such in any way; and
 - 4.1.4 use your best endeavours to ensure that you use all adequate technological and security measures, including without limitation such measures as Sub-Licensors or Ordnance Survey may recommend from time to time, to ensure that all Ordnance Survey Data which you hold or are responsible for are secure from unauthorised use or access and are only used in accordance with the terms of this Licence.
- 4.2 You shall notify Sub-Licensors and Ordnance Survey as soon as you suspect any infringement or any other breach by a third party of Ordnance Survey's Intellectual Property Rights, and give Ordnance Survey and Sub-Licensors all reasonably required assistance in pursuing any infringement.

5 Trade Marks and rights acknowledgement

- 5.1 You must ensure that the following acknowledgement is displayed on all copies of Ordnance Survey Data:
- 'Reproduced by permission of Ordnance Survey® on behalf of the Controller of Her Majesty's Stationery Office. © Crown Copyright [**insert year of publication of Ordnance Survey Data**]. All rights reserved. Reference number [**nnnn**].'
- 5.2 In relation to paper Ordnance Survey Data or paper reproduction of digital Ordnance Survey Data, if the paper output size is A4 (625 cm²) or less in area and unless otherwise set out in a Product Schedule, it is permissible to use the following abbreviated acknowledgement:
- 'Ordnance Survey © Crown Copyright. All rights reserved. Reference number [**nnnn**].'
- 5.3 You will not under any circumstances use or apply for registration of any trade mark in respect of Ordnance Survey trade names or registered or unregistered trade marks or any part of them, nor use or apply to register any trade mark similar to or likely to be confused with any of them, nor register any domain name which is similar to or likely to be confused with any of Ordnance Survey's trade names or registered or unregistered trade marks or domain names.

6 Ownership of Ordnance Survey Data

- 6.1 The Crown (or, where applicable, Ordnance Survey's suppliers) owns the Intellectual Property Rights in the Ordnance Survey Data. All Ordnance Survey Data licensed under this Licence remain the property of the Crown (or, where applicable, Ordnance Survey's suppliers) and your use or possession of any Ordnance Survey Data does not give you any ownership of or other interest in any of the Ordnance Survey Data. Title to any copies that you make of Ordnance Survey Data shall pass to Ordnance Survey on their creation, save that you may retain ownership of the paper on which any copies are made.
- 6.2 You will be responsible for all loss of or damage to the Ordnance Survey Data from the time of delivery to you or made available to you for collection.
- 6.3 If you fail to return or destroy any copies of the Ordnance Survey Data, when required under this Licence, you acknowledge that Ordnance Survey may enter upon any premises you own, occupy or control where the Ordnance Survey Data are situated and destroy the Ordnance Survey Data.

7 Variation

- 7.1 Sub-Licensor and Ordnance Survey reserve the right to amend this Licence at any time. All such changes shall become incorporated into this Licence when Sub-Licensor or Ordnance Survey give you notice of such change.
- 7.2 If you do not find the changes made in accordance with Clause 7.1 acceptable, you may, within thirty (30) days of such notice, terminate this Licence.

8 Auditing

- 8.1 Throughout the term of this Licence and for a period of ninety (90) days thereafter, you shall provide evidence of compliance with any of your obligations under this Licence, including without limitation in connection with the measures set out under Clause 8, if Sub-Licensor or Ordnance Survey so request.
- 8.2 You will maintain accurate, complete and detailed records related to all transactions arising out of this Licence. To meet Ordnance Survey's auditors' and business requirements, upon giving reasonable notice, Ordnance Survey and/or the National Audit Office, and Ordnance Survey's or the National Audit Office's representatives have the right on reasonable notice during business hours to enter your premises and to inspect and audit your books of account and all supporting documentation to ensure your compliance with the security, financial and intellectual property aspects of this Licence and to take copies of any necessary records. Without prejudice to Clause 8.3 you shall, at your expense, make appropriate employees and facilities available to provide Ordnance Survey and the National Audit Office with all reasonable assistance to enable such inspection, auditing and copying to take place.

- 8.3 If the audit (or any other periodic inspection not being a full audit) shows that you have not complied with your obligations under this Licence, Ordnance Survey shall be entitled to charge you a corresponding proportion of its then current annual licence fee for any Ordnance Survey Data still in your possession. Ordnance Survey and the National Audit Office will bear the costs of any such audit except where the audit indicates that you are in breach of your obligations under this Licence in which case you will bear the costs of the audit. Any sum payable shall be subject to interest at two per cent (2%) over the base rate from time to time of National Westminster Bank plc from the date this sum was originally due up to the date of payment (whether before or after judgment).
- 8.4 Ordnance Survey may stipulate a range of reasonable measures arising from the findings of any audit by which Ordnance Survey can ensure your compliance with your obligations under this Licence.

9 Termination

- 9.1 This Licence shall terminate automatically on the happening of any one of the following events:
- 9.1.1 if you are in breach of any of the terms of this Licence;
 - 9.1.2 if you authorise use of the Ordnance Survey's Intellectual Property Rights to an unauthorised third party;
 - 9.1.3 if the parties and /or Ordnance Survey are in dispute over any rights in or use of Intellectual Property Rights;
 - 9.1.4 if at any time Ordnance Survey loses the right to administer Crown Copyright in respect of the Ordnance Survey Data;
 - 9.1.5 you are unable to pay your debts within the meaning of Section 123 of the *Insolvency Act 1986*, cease to carry on business, have a receiver, administrative receiver, administrator or similar officer appointed over all or any part of your assets or undertaking, make an assignment for the benefit of, or a composition with, your creditors generally or another arrangement of similar import, commit an act of bankruptcy or go into liquidation or are the subject of a petition for bankruptcy or a winding-up order otherwise than for the purposes of a bona fide amalgamation or reconstruction;
 - 9.1.6 you have a change or are intending to change Control of your business, where **Control** shall mean the power (directly or indirectly) whether by holding of securities, voting control, contract or otherwise, to appoint or remove a majority of the directors of a company and includes the power to appoint or remove a majority of the directors of a company if exercisable through any number of intermediate bodies corporate prior to its possible exercise over the company in question; or
 - 9.1.7 Sub-Licensor's licence of the Ordnance Survey Data is terminated or expires.

10 Effects of termination of this Licence

- 10.1 In the event of termination or expiry of this Licence:
- 10.1.1 your and Sub-Licensor's and Ordnance Survey's accrued rights and remedies will not be affected;
 - 10.1.2 subject to Clause 10.1.3, you shall within thirty (30) days of such termination destroy (or arrange for the destruction of) all Ordnance Survey Data relating to a Specified Project (including any electronic and paper copies and any Ordnance Survey Data embedded in any other material) which you hold or are responsible for, or return (or arrange for the return of) all Ordnance Survey Data and Confidential Information to Ordnance Survey, and provide, at Ordnance Survey's request, a sworn statement by a duly authorised executive that you no longer hold any Ordnance Survey Data;
 - 10.1.3 you shall be permitted to retain one electronic or paper archive copy of the Ordnance Survey Data, which in the case of an electronic copy, may not be retained for a period exceeding thirteen (13) years.
- 10.2 The provisions of Clauses 6, 8, 10, 12.4 and 14.2 shall continue in full force and effect, notwithstanding such termination or expiry.

11 Warranties

- 11.1 The Sub-Licensor gives no warranty with regard to the quality or description of the Ordnance Survey Data but, on receipt of any notice from you with regard to any apparent defect, the Sub-Licensor's sole liability, and your sole remedy, shall be to the effect that the Sub-Licensor shall report such matter to Ordnance Survey.
- 11.2 You acknowledge that the Sub-Licensor has received a warranty to the effect that Ordnance Survey is authorised by the Controller of Her Majesty's Stationery Office, which holds and exercises Crown Copyright and other copyrights owned by Her Majesty, to grant licences to use such copyrights on the terms of this Licence. However, you acknowledge that no warranty is given that Intellectual Property Rights subsist in or that Her Majesty owns (either at all or free from encumbrances or licences) all of the Ordnance Survey Data and any condition, warranty or representation, whether express or implied, to the contrary is hereby excluded to the maximum extent permissible by law.
- 11.3 The Sub-Licensor excludes, to the fullest extent permissible by law and except as expressly stated in this Clause 11, all warranties, conditions, representations or terms, whether express or implied by common law, statute or otherwise, including, but not limited to, any regarding the accuracy, compatibility, fitness for purpose, performance, satisfactory quality or use of Ordnance Survey Data.

12 Liabilities and indemnities

- 12.1 Subject to Clause 12.2, neither Ordnance Survey nor Sub-Licensor accepts responsibility or liability whether in contract, tort (including negligence), strict liability or otherwise for any loss or damage of whatsoever nature arising from any use of the Ordnance Survey Data.
- 12.2 Neither you nor Ordnance Survey nor Sub-Licensor excludes liability for:
- 12.2.1 death or personal injury to the extent it results from negligence, or that of your or Ordnance Survey's or Sub-Licensor's employees or agents in the course of their engagement hereunder; or
 - 12.2.2 fraud.
- 12.3 Subject to Clause 12.4, in no event shall either you, Sub-Licensor or Ordnance Survey be liable to the other in contract, tort (including negligence), strict liability or otherwise for any special, indirect or consequential losses or damages.
- 12.4 You will be liable for and will indemnify and keep Ordnance Survey (together with its employees, directors, subcontractors and agents) indemnified from and against any and all claims, demands, proceedings, costs, charges, damages, loss and liability whatsoever incurred or suffered by Ordnance Survey whether direct, indirect or consequential (including without limitation any economic loss or other loss of profits, business or goodwill) arising out of any dispute, claims or proceedings brought against Ordnance Survey by reason of the infringement by you or anyone under your control of any of Ordnance Survey's Intellectual Property Rights.
- 12.5 If you are a consumer, your statutory rights are not affected by this Licence.

13 Construction of this Licence

No rule of construction will apply in the interpretation of this Licence to the disadvantage of one party on the basis that such party put forward or drafted this Licence or any provision of this Licence.

14 Assignment, subcontracting and sublicensing

- 14.1 You are not entitled to subcontract, assign, transfer or novate rights and/or obligations under this Licence.
- 14.2 Ordnance Survey shall be entitled to assign, transfer or novate 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 Ordnance Survey's activities or functions to any other entity, to the entity to which Ordnance Survey's functions have been transferred. You expressly agree to the assumption of Ordnance Survey's obligations under this Licence by that entity.

15 Partnership, joint venture and agency excluded

Nothing in this Licence or any circumstances associated with it or its performance gives rise to any relationship of agency, partnership or employer and employee between you and Ordnance Survey.

16 Entire agreement

The parties agree that this Licence and any documents referred to in it constitute the entire agreement and understanding between the parties concerning the subject matter of this Licence. This Licence supersedes all understandings, representations and agreements made between the parties concerning such subject matter. However neither party seeks to exclude liability for any fraudulent misrepresentations.

17 Waiver

- 17.1 The waiving (which must be in writing and signed by an authorised representative of the relevant party) on a particular occasion by a party of rights under this Licence does not imply that other rights will be waived.
- 17.2 If a party has a right arising from another party's failure to comply with an obligation under this Licence and delays in exercising or does not exercise that right, such delay in exercising or failure to exercise is not a waiver of that right or any other right.

18 Severability

Each term of this Licence is a separate term and is intended to stand alone. Should any provision of this Licence be held to be invalid or unenforceable, such provision shall be severed from the remainder of this Licence, which will continue to be valid and enforceable to the fullest extent permitted by law.

19 Further assurance

The parties shall do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by this Licence.

20 Notices

- 20.1 Any notice required to be given for the purposes of this Licence shall be given in writing by sending the notice by either:
- 20.1.1 prepaid first-class post;
 - 20.1.2 recorded delivery;

- 20.1.3 email (in the case of a notice by Ordnance Survey only);
- 20.1.4 facsimile; or
- 20.1.5 delivery by hand.
- 20.2 Any notice sent by prepaid first-class post or recorded delivery shall be deemed to have been served two (2) business days after posting. Any notice sent by facsimile 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 following business day following sending, provided that electronic confirmation of the email having been opened as been received. Any notice delivered by hand shall be deemed to have been served on the same day if received before 4 pm on a business day, or on the next business day if received after 4 pm.
- 20.3 Any notice given under this Clause 20 shall not be valid unless it is expressly stated to be a notice pursuant to this Clause 20.

21 Contracts (Rights of Third Parties) Act 1999

Apart from the Controller of Her Majesty's Stationery Office, Ordnance Survey and the persons referred to in Clause 12.4, a person who is not a party to this Agreement has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any terms of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

22 Jurisdiction and governing law

- 22.1 This Licence will be governed by and construed in accordance with English law.
- 22.2 Both parties confer exclusive jurisdiction of the English courts in respect of any proceedings issued by either party in connection with this Licence.

Further information

If you have any questions to need more information on general copyright matters, including copies of Ordnance Survey's current copyright leaflets, please contact:

Ordnance Survey
Copyright licensing
Romsey Road
SOUTHAMPTON
United Kingdom
SO16 4GU

Phone: 023 8079 2913
Fax: 023 8079 2535

Website: www.ordnancesurvey.co.uk