

Licence exceptions

Ordnance Survey is committed to trading in line with the principles of the Information Fair Trader Scheme administered by the Office of Public Sector Information. You can see our statement to this commitment to these principles at:

<http://www.ordnancesurvey.co.uk/oswebsite/aboutus/fairtrader/index.html>

We will grant appropriate licences wherever possible but please note that we may refuse a licence in certain circumstances listed below. We will not invoke any of these exceptions lightly or disproportionately.

- 1 We may refuse to grant certain applications if your request to reproduce Ordnance Survey mapping falls outside Ordnance Survey's standard licensing terms and conditions.

If we reject your application, we will try to offer another solution and work with you to revise your application if appropriate. If we refuse your application, we shall explain to you the reason for this.

- 2 We will refuse a licence if a customer applies to become an Ordnance Survey licensed partner but fails to meet Ordnance Survey's partner programme selection criteria. You can obtain more details of these at: <http://www.ordnancesurvey.co.uk/oswebsite/partnerships/licensedpartners/>
- 3 We will be unable to grant a licence if a product is protected by the rights of another organisation and that organisation has not given you their permission. For example:
 - Our licensed partners' products may contain their own intellectual property rights as well as those of Ordnance Survey and other third parties.
 - Where an Ordnance Survey product contains third party intellectual property rights we may be constrained by the third party's licensing terms and conditions.
- 4 We may refuse certain customers a licence if they:
 - are currently in dispute with us or have previously been in dispute with us, about a very serious issue such as non-payment of licence fees, unlicensed use of our data or a material and persistent breach of any of our agreements and that dispute was not satisfactorily resolved;
 - have previously copied Crown copyright material without permission and this was not settled with us (or another part of the UK Government); or
 - do not have enough creditworthiness (according to our checks with credit reference agencies) to pay any licence fees and are not willing to offer another method of payment (for example, a bank guarantee, payment in advance, and so on).
- 5 We will not grant a licence where we consider the use of our mapping to be inappropriate. For example:
 - where the intended use of Ordnance Survey mapping is likely to bring Ordnance Survey into disrepute; or
 - is deemed to infringe acceptable standards of taste and decency.

- 6 We will refuse a licence where a customer has acquired Ordnance Survey mapping through an illegitimate source. For example, pirate copies/mapping that infringes our copyright.
- 7 We will only licence Ordnance Survey published products. We will not licence mapping information which is used as part of our production flowline.
- 8 We will not generally enter in to exclusive licensing arrangements with customers.
- 9 We may refuse to allow you to reproduce material that concerns public security, defence, state security (including its economic well being), confidential information and legal proceedings.

'Mapping' includes paper and data products.