

Link Files Data Licence

Background

This Licence sets out the terms on which the Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey (**we, us, our, Ordnance Survey**) licenses Link Files Data (as defined below) to persons who are licensed by us and/or by one of our Licensed Partners (as defined below) to use Land-Line[®] and/or Land-Line.Plus[®] and/or pre-PAI (as defined below) OS MasterMap[®] Topography Layer (**Licensed Data**) internally within their business including you, the person seeking to use the Link Files Data and who, by downloading and/or using such Link Files Data signals their agreement to be bound by this Licence and represents to us that they are party to a Data Contract (as defined below) (**you, your**).

1 Definitions and interpretation

Expression	Meaning
Data Contract	means a contract pursuant to which either we or a Licensed Partner grants you a licence to use Licensed Data internally within your business.
Licence	means these terms and conditions (as amended from time to time).
Licensed Partner	means a person who is licensed by us to enter into sub-licences with third parties allowing them to use Licensed Data internally within their business.
Link Files Data	means a file in comma separated value format which contains a list of features together with the following details in respect of each feature listed to enable the position of such feature to be corrected in the Licensed Data: a) its position in the Licensed Data by reference to its co-ordinates; b) its position in post-PAI OS MasterMap [®] Topography Layer by reference to its co-ordinates; and c) its feature code.
PAI	means our Positional Accuracy Improvement Programme which was completed in 31 March 2006 with the purpose of capturing 1:2 500 scale data to a greater degree of absolute accuracy in relation to the Ordnance Survey National Grid.
1.1	In this Licence, unless the context otherwise requires, references to: 1.1.1 a Clause is to a clause of this Licence; 1.1.2 a party are to a party to this Licence; and 1.1.3 a statute or statutory provision include any amendment, extension or re-enactment of such statute or provision.

2 Grant of licence

- 2.1 In consideration of your agreement to be bound by this Licence, we grant you a personal, non-exclusive, non-transferable, revocable, royalty-free licence to use Link Files Data for the purpose of correcting the location of features within your Licensed Data provided that your continued use of Licensed Data shall be governed by the terms of your Data Contract.

2.2 You may not use the Link Files Data in any way or for any purpose other than as set out in this Clause 2.

2.3 This Licence does not give you any right to sub-licence, distribute, sell or otherwise make any Link Files Data available to third parties other than as permitted by this Licence.

3 Liability

3.1 The Link Files Data has not been created for your or any particular customer's requirements. It is your responsibility to ensure that the Link File Data is fit for your intended use or purpose.

3.2 We exclude, to the fullest extent permissible by law, all implied or express warranties.

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

3.3.1 death or personal injury caused to the extent it results from its negligence, or that of its employees or agents; or

3.3.2 fraud or fraudulent misrepresentation.

3.4 We shall not be liable for any losses, costs, claims, demands, damages and expenses (each whether direct or indirect) resulting from any corruption or loss of data you may suffer whilst using the Link Files Data. It is your responsibility to arrange for suitable storage and back up all information before, during and after your use of the Link Files Data.

4 Rights of third parties

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.

5 Amendment and Termination

5.1 We may at any time and at our discretion amend this Licence, such amendment being binding on you as a result of your continued use of the Link Files Data.

5.2 We may terminate this Licence at any time with immediate effect.

5.3 This Licence will terminate automatically upon the termination or expiry of your Data Contract.

5.4 Upon the termination of this Licence:

5.4.1 any accrued rights and remedies will not be affected; and

5.4.2 you shall cease using the Link Files Data and, within 30 days of such termination, destroy all Link Files Data, in any media, which you hold or for which you are responsible (including any Link Files Data embedded in any other material).

5.5 The provisions of this Licence intended to survive termination shall continue in full force and effect notwithstanding such termination.

6 General

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

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

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

6.4 This Licence will be governed by English law and both parties submit to the exclusive jurisdiction of the English courts.