











# OS NGD Sample Data Trial Licence

-  Is **free of charge**.
-  Lets you use OS NGD Sample Data for a maximum period of **three months** (unless we tell you, or you and we agree a different date). 'OS NGD Sample Data' means the sample data to which we have provided you access and is to inform our future product development with no guarantee of future publication.
-  Includes both this page and the small print below. Please read all terms before accessing any OS NGD Sample Data so that you understand this Licence and what we agree you can do and can't do with OS NGD Sample Data.
-  Lets you do any of the things we list below.


## You can:

	Evaluate OS NGD Sample Data internally within your business to see if what we're offering is what you need.
	Use OS NGD Sample Data to research and develop your ideas and propositions. It doesn't matter if you're not sure yet how OS NGD Sample Data might help you. For example, you may want to assess it for a potential commercial opportunity or see what potential benefits and value it could bring to you, helping you build your case for licensing OS NGD Sample Data for use in your business or organisation.

## In return, we ask you to:

	Provide us with information about you and/or your company or organisation as requested when you register to access OS NGD Sample Data so that we know who we are licensing and what you are wanting to do.
	Acknowledge that you're using OS NGD Sample Data.
	If you give us permission, we may contact you for feedback about the OS NGD Sample Data.
	Take sensible measures to make sure all OS NGD Sample Data supplied to you is secure from any unauthorised use or access.

## Under this Licence you must not do the following:

	Make any OS NGD Sample Data available to third parties or create any products or services which have benefitted from, relied on or made any use of OS NGD Sample Data (including, without limitation, where you have created your products or services by copying, publishing, modifying, re-formatting, analysing or performing searches, look ups or enquiries using OS NGD Sample Data). You agree that, if you want to make OS NGD Sample Data available in this way, you will tell us and will not proceed until we agree the basis on which that can happen.
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## The Small Print

### 1 Parties

This Licence is between Ordnance Survey Limited, (**we/us/our/OS**) and the person or organisation who downloads the OS NGD Sample Data (**you/your**). We are a company registered in England and Wales (company registration number 09121572). Our registered address is Explorer House, Adanac Drive, SOUTHAMPTON, SO16 0AS. You and we are each a **party** and together the **parties**.

### 2 Licence

Subject to the restrictions referred to in this Licence, we grant you a non-exclusive, non-transferable, revocable licence to use OS NGD Sample Data for the relevant period stated above for the permitted purposes described in the table above.

By downloading OS NGD Sample Data you agree to be bound by these terms and conditions. Downloading OS NGD Sample Data constitutes acceptance by us of your request. These terms and conditions form the licence between you and us (**Licence**).

This Licence commences with effect from the date you first request access to OS NGD Sample Data.

### 3 Intellectual Property Rights

We and/or our suppliers (including the Crown) own all the intellectual property rights in OS NGD Sample Data. All rights not expressly granted are reserved to OS and its licensors (including the Crown).

### 4 No Warranty

It is your responsibility to ensure that the OS NGD Sample Data you request is what you need. OS NGD Sample Data is provided 'as is' and without any warranty or condition express or implied, statutory or otherwise as to its quality or fitness for purpose. Except as expressly stated in this Licence, all conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of the OS NGD Sample Data are hereby excluded to the fullest extent permitted by law.

### 5 Liabilities

There is nothing in this Licence that excludes or limits your liability for an infringement or breach of our intellectual property rights.

Neither party excludes its liability to the other under this Licence for fraud, and for personal injury or death caused either by its negligence or that of its employees and authorised subcontractors and agents.

Subject to the above, neither party shall be liable to the other for indirect, special or consequential loss or damage or any other financial loss (howsoever caused) which occurs as a result of the use of, or lack of performance of the OS NGD Sample Data.

### 6 Termination

Either party may terminate this Licence with immediate effect. Termination or expiry of this Licence shall not affect either party's accrued rights and remedies. On the termination of this licence you shall (except in respect of any OS NGD Sample Data for which at the time of termination or expiry, you have an appropriate licence from OS):

- immediately cease using the OS NGD Sample Data;
- destroy (or at our option return) all OS NGD Sample Data under this Licence that you hold or for which you are responsible including any OS NGD Sample Data that is embedded into any other material and provide written confirmation that you have done so at our request;
- make sure anyone else you have supplied OS NGD Sample Data to under this Licence also adheres to these conditions.

Any provision that is expressly or by implication intended to survive the termination or expiry of this Licence shall continue in full force and effect.

### 7 Data protection and privacy

You shall comply with all relevant laws and regulations relating to the processing of personal data and privacy from time to time in force in the UK, including the UK GDPR (which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the *Data Protection Act 2018*) and the *Data Protection Act 2018* (and regulations made thereunder) and any successor legislation to any of them.

We shall comply with the terms of our privacy policy available at <https://ordnancesurvey.co.uk/governance/policies/privacy>.

### 8 Confidentiality

Neither you nor we will disclose to any person (either during the term of this Licence or after), any confidential information belonging to the other party which is in its possession as a result of this Licence unless with the consent of the other party or due to a legal, governmental or regulatory requirement. You acknowledge that we are bound by the *Freedom of Information Act 2000* and the *Environment Information Regulations 2004* and you will provide such assistance, without charge, as we shall reasonably request to assist us comply with these statutes.

### 9 Other General Provisions

This Licence sets out the entire agreement and understanding between you and us in respect of the subject matter of this Licence.

We may change any part of this Licence, including the availability of the OS NGD Sample Data, at any time. We shall endeavour to provide reasonable notice of such changes but in certain circumstances we may be required to make changes with immediate effect.

Any notice under this Licence shall be effected when given to your registered e-mail address.

You shall not assign, transfer or novate rights and obligations under this Licence. 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.

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

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