

# Paper Map Copying Licence

## 1 Definitions

- 1.1 **Commencement Date** means the date on which you indicate to us your acceptance of this Licence, subject to your payment of the Fee;
- 1.2 **Copies** means copies of Paper Mapping made by you in accordance with Clause 4 that are either:
- 1.2.1 in paper form; or
  - 1.2.2 in an electronic version of 1.2.1 above and is both:
    - a) compliant with Clause 6.2.2; and
    - b) not geo-referenced;
- 1.3 **Fee** means the annual licence fee payable by you for making Copies under this Licence, calculated as set out in our website, as amended from time to time, by reference to the number of offices in which you are licensed to make Copies;
- 1.4 **Initial Term** means a period of 1 year commencing on the Commencement Date;
- 1.5 **Licence** means this Paper Map Copying Licence;
- 1.6 **Paper Mapping** means any of our mapping or aerial photography in paper form (including any mapping created by a third party based on our data to the extent that you obtain the consent of such third party);
- 1.7 **Renewal Period** means a period of 1 year commencing on the expiry of the Initial Term and each subsequent anniversary of such date;
- 1.8 **Use** means your permitted use of Copies in accordance with Clause 4;
- 1.9 **we, us, our** means Ordnance Survey Limited, a company registered in England and Wales (company registration number 09121572) whose registered address is at Explorer House, Adanac Drive, Southampton, SO16 0AS (and shall, where the context permits, include any agent appointed by us in respect of this Licence); and
- 1.10 **you, your** means the person or entity entering into this Licence in accordance with its terms.

## 2 Period of this Licence

- 2.1 Subject to Clause 2.2, this Licence shall commence on the Commencement Date and continue for the Initial Term and the Renewal Period unless it is not renewed in accordance with Clause 2.2 or terminated earlier in accordance with the terms of this Licence.
- 2.2 No later than 30 days prior to the expiry of the Initial Term (or the then current Renewal Period), we shall notify you in accordance with the notice provisions in Clause 14 of the expiry date of the Licence and invite you to renew this Licence. If you fail to pay the Fee in accordance with Clause 7, this Licence shall terminate with immediate effect at the end of the Initial Term (or the then current Renewal Period).

## 3 Licence

- 3.1 We grant you and your permitted agents and/or contractors acting on your behalf a non-exclusive, non-transferable, revocable licence to make unlimited Copies of Paper Mapping for your Use.
- 3.2 You and your permitted agents and/or contractors acting on your behalf may create Copies by making:
- 3.2.1 an exact copy of the original Paper Mapping; and/or
  - 3.2.2 an extract of the original Paper Mapping; and/or

- 3.2.3 a copy at a different scale to the original Paper Mapping; and/or
- 3.2.4 an altered, generalised or traced copy of the original Paper Mapping.

#### **4 Use**

4.1 Your Use of Copies is:

- 4.1.1 Business Use as set out in Clause 5; and
- 4.1.2 Limited External Use as set out in Clause 6.

#### **5 Business Use**

- 5.1 Business Use is the use of Copies solely for the internal administration and operation of your business.
- 5.2 Business Use does not entitle you to make available or to provide Copies to third parties.
- 5.3 Business Use does entitle you to include electronic Copies on your intranet for the purposes set out in Clause 5.1.

#### **6 Limited External Use**

6.1 Limited External Use is, subject to Clause 6.2, the use of Copies:

6.1.1 **to promote** your own business by demonstrating one or more of the following:

- a) the location of the premises and static assets which you own, lease or manage;
- b) the location of a bespoke event organised by you up to and for the duration of the event;
- c) directions or routes (which are not specific to any particular customer or third party) to the premises or static assets in paragraph 6.1.1 a) or event in 6.1.1 b);
- d) the scope of your area of operation.

6.1.2 **to report** on your own business by the inclusion of Copies in:

- a) an annual report on the affairs of your business or for accounting purposes in each case produced to comply with a statutory obligation (including, without limitation, section 415 of the *Companies Act 2006*) and/or;
- b) a report to be submitted to a regulatory body to which you are subject in order to meet that regulatory body's requirements; and/or

6.1.3 in connection with your **professional services** but solely in the following ways, either:

- a) within any professional services provided by you to your clients, such Copies only to be used (in the case of a business client) for the internal administration and operation of such client's business; or
- b) to advertise the sale or letting of a property which is owned or leased by any of your clients provided that such advertisements may only be published either:
  - i) in a periodical published in paper format by a third party provided that any Copies contained in your advertisement may not feature in any electronic reproduction of such periodical which is published on the internet or in any other format;
  - ii) in paper format within your own publication; or
  - iii) in electronic format on your own website,

and for the avoidance of doubt, this Clause 6.1.3 b) does not permit you to use any Copies on any third party website.

6.2 Limited External Use is subject to the following conditions:

6.2.1 any Copies used in accordance with Clause 6.1 shall not comprise:

- a) a service or product in itself; or
- b) a significant part of any product or service offered by you; or

- c) a service or product (or significant part of any product or service) provided on behalf of a third party;
- 6.2.2 electronic Copies shall be in a raster format only and you shall use your reasonable endeavours to prevent third parties from being able to edit, or from extracting features from, such Copies;
- 6.2.3 your Copies shall not be of a larger scale or area and shall not contain a larger number of features than is reasonable for it to fulfil its function;
- 6.2.4 you shall display additional information on or with the map, which information facilitates the purposes in Clauses 6.1.1 to 6.1.3;
- 6.2.5 you shall not receive any direct payment, credit or money's worth as a result of allowing third parties to access, view or use your Copies but, for Copies used in accordance with Clause 6.1.1, you shall be entitled to use such Copies in conjunction with advertisements provided that said advertisements are not illegal, deceptive, misleading, unethical or detrimental to the reputation of the Paper Mapping and/or us; and
- 6.2.6 you must ensure that the following acknowledgement of copyright ownership is included in a conspicuous position on all Copies:

© Crown copyright [year of supply or date of publication] OS [licence number]'.

## **7 Fees and payment**

- 7.1 A Fee shall be payable by you for the Initial Term and each Renewal Period.
- 7.2 You shall notify us if you wish to increase the number of offices in which you are licensed to make Copies. If this increases the Fee payable by you, we will invoice you for the increased amount, pro-rated to the end of the Initial Term or the current Renewal Period (as applicable).
- 7.3 We shall not refund any Fee paid by you where you reduce the number of offices in which you are licensed to make Copies during the Initial Term or the current Renewal Period.
- 7.4 All invoices are subject to our minimum invoice value of £50.
- 7.5 All Fees are exclusive of VAT and any other applicable taxes, which you shall pay at the rate prevailing at the date of the invoice.

## **8 Audit and inspection**

- 8.1 You shall provide evidence of compliance with your obligations under the Licence if we so request.

## **9 Changes to the Licence**

- 9.1 We may change the terms of the Licence (including the amount of the Fee) at any time on 30 days' notice. Such changes will not affect any Fee you have already paid to us.
- 9.2 If you disagree with any changes proposed under Clause 9.1, you may terminate this Licence by giving us 30 days' written notice. Where appropriate you will, subject to Clause 7.4, be entitled to a rebate of a fair and reasonable proportion of any Fees already paid by you if the relevant licence period has not expired.

## **10 Termination**

- 10.1 We may terminate this Licence immediately by giving you notice in writing if you:
  - 10.1.1 fail to pay any amount due under this Licence, including but not limited to the provisions for payment in Clause 7.2, within 30 days after the date on which payment fell due;
  - 10.1.2 are in material breach of this Licence and the breach is either incapable of being remedied or is not remedied within 30 days of a written request to do so;
  - 10.1.3 are in persistent breach of this Licence;
  - 10.1.4 cease to carry on business;
  - 10.1.5 are unable to pay your debts within the meaning of Section 123 of the *Insolvency Act 1986*;

- 10.1.6 have a receiver, administrative receiver, administrator or similar officers appointed over all or any part of your assets or undertakings;
- 10.1.7 make an assignment for the benefit of, or a composition with, your creditors generally or another arrangement of similar import;
- 10.1.8 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 restructuring;
- 10.1.9 undergo any process similar to the matters referred to in Clauses 10.1.5 to 10.1.8 (inclusive) in any jurisdiction other than the UK; or
- 10.1.10 undergo a change of Control of your business other than for the purpose of a bona fide internal group restructuring and so long as we exercise such right of termination within 6 months of the date on which you notify us of such change of Control in writing.

10.2 In this Clause 10 **Control** means the power (directly or indirectly) to appoint or remove a majority of the directors or otherwise direct the affairs of an organisation.

10.3 Termination or expiry of this Licence shall not affect any rights or remedies which have arisen prior to the date of such termination or expiry.

## **11 Liability**

11.1 In no event shall either party be liable to the other in contract, tort (including negligence) or otherwise for:

- 11.1.1 any special, indirect or consequential losses or damages; or
- 11.1.2 loss of profit, business, contracts, data revenues or anticipated savings or for any increased costs or expenses, save that nothing in this provision nor any other provision of this Licence shall prevent us from claiming for amounts lawfully due under the terms of this Licence or for sums due for infringement or breach of intellectual property rights.

11.2 Our total and aggregate liability (whether in contract, tort, including negligence, or otherwise) under or in connection with this Licence will not at any time exceed in aggregate an amount equal to the total Fees paid by you in the preceding 12 months of the date upon which the claim arose.

11.3 Nothing in this Clause 11 shall exclude or limit any liability for:

- 11.3.1 death or personal injury arising from the negligence of the licensee or of its employees, contractors or agents; or
- 11.3.2 fraud or fraudulent misrepresentation.

## **12 Transferring rights and responsibilities**

12.1 You are not entitled to assign or otherwise transfer any of your rights and/or obligations under this Licence whether in whole or in part without our prior written permission.

12.2 For the avoidance of doubt any of your associated, subsidiary, holding or affiliate organisations must enter into their own paper map copying licence if they require the same rights set out in this Licence.

## **13 Governing law**

13.1 This Licence shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.

## **14 Notices**

14.1 Any notice under this Licence shall be in writing and shall be sent to the address or e-mail details you have submitted to us (or in the absence of such details to the address of your registered office or principal place of business) or such other contact details as you shall notify to us in writing.