

# Licence Exceptions Policy

Ordnance Survey will grant appropriate licences wherever possible and in line with our [Fair Trading Policy](#).

On rare occasions we may refuse a licence, or terminate an existing licence in line with its terms, in the circumstances listed below. We will not invoke any of these exceptions lightly or disproportionately, treating all customers consistently, fairly, and respectfully.

- 1** We may refuse to license certain applications if your request to reproduce, use or re-use Ordnance Survey data falls outside of 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 the reason for this to you.
- 2** 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 or us 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.
  - We may be constrained by the third party's licensing terms and conditions where an Ordnance Survey product contains third party intellectual property rights.
- 3** We may refuse a request for a licence, or where appropriate, terminate a licence in accordance with its terms, if you or any party related or connected<sup>1</sup> to you:
  - is currently in dispute with us, or has previously been in dispute with us, about a very serious issue such as non-payment of licence fees or royalties, unlicensed use of our data or a material and persistent breach of any of our agreements and that dispute was not satisfactorily resolved;
  - has previously infringed Ordnance Survey intellectual property rights, or Ordnance Survey Crown copyright or database right material and this was not settled with us;
  - has previously infringed Crown intellectual property rights with another part of the UK Government and this was not settled with them;
  - does not have enough creditworthiness (according to our checks with credit reference agencies) to pay any licence fees or royalties and is not willing to offer another method of payment (for example, a bank guarantee, payment in advance, and so on);
  - has behaved in a threatening or abusive manner towards OS staff or customers;
  - has made repeated allegations against OS, its staff or customers and, despite such allegations having been investigated by OS or relevant authorities, such allegations are found to be unsubstantiated; or
  - has had repeated requests for information deemed vexatious in line with relevant legislation or regulations.

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<sup>1</sup> OS will exercise reasonably its discretion as to whether a party is related or connected, as there are a number of possible tests in this regard. For example,

- A business could be viewed as connected or related to another business, where one or more individuals owns a substantial share (e.g. 20% or more) or has the ability to exercise control or significant influence over both businesses.
- a person may be "connected" with a director of a company, if they are a member of the director's family.

- 4** We will not grant a licence where we consider the use of our data to be inappropriate. For example, where the intended use of Ordnance Survey data:
  - is likely to bring Ordnance Survey into disrepute; or
  - is deemed to infringe acceptable standards of taste and decency.
- 5** We will refuse a licence, or where appropriate, terminate an existing licence, where you or a party connected or related to you have acquired Ordnance Survey data through an illegitimate source. For example, pirate copies of data that infringe Crown or Ordnance Survey copyright or database rights.
- 6** We will only license Ordnance Survey published products. This approach ensures that all the information we license is both regularly maintained and of the highest possible quality. It also helps us to contain production costs and keep our Pricing & Licensing model as simple and transparent as possible.
- 7** 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.

References to our “data” include paper and data products.