

Terms and Conditions for Paper Map Copying Licence

1 Period of licence

1.1 The Agreement between Ordnance Survey and you shall commence on the Commencement Date and shall continue for a period of twelve (12) months (Initial Term) unless terminated earlier in accordance with the terms of this Agreement.

1.2 Subject to clause 1.3 below, it is our intention that this Agreement shall then renew automatically from year to year for a further period of one (1) year (Renewal Period).

1.3 In subsequent years, subject to our licensing policy at that time, we will send you an invoice for the annual licence fee current at that time thirty (30) days prior to the start of the new Renewal Period. Payment of this invoice, by the due date for payment, will automatically renew this Agreement for a further licence year.

2 Licence

2.1 Paper Mapping shall mean:

Ordnance Survey mapping or aerial photography in paper form (whether it is printed on a single sheet or contained in a publication) or on a paper equivalent medium.

2.2 For the avoidance of doubt this Agreement and the definition of Paper Mapping extends to third party paper mapping based on Ordnance Survey data provided that you obtain proper permissions from the party owning the additional copyright in such paper mapping.

2.3 During the term of this Agreement Ordnance Survey hereby grants you a non-exclusive non-transferable licence to copy Paper Mapping as set out in clauses 3, 4 and 5 (**Licence**).

3 Permitted Copying

3.1 Subject to the provisions of clause 4 and 5 below, Ordnance Survey hereby permits you to make unlimited copies of Paper Mapping as set out in this clause 3 (Permitted Copying) in the following formats:

3.1.1 paper form; or

3.1.2 (subject to clause 3.3) 'electronic' form (such as a pdf) of the original Paper Mapping where the electronic form has the same functionality as a piece of paper allowing viewing and printing only (**Electronic Copy/Copies**);
(together Permitted Copy/Copies)

3.2 For the avoidance of doubt Permitted Copies may be either:

3.2.1 an exact copy of the original Paper Mapping; or

3.2.2 an extract of the original Paper Mapping; or

3.2.3 a copy at a different scale to the original Paper Mapping; or

3.2.4 an altered, generalised or traced copy of the original Paper Mapping.

3.3 When creating an Electronic Copy for external use pursuant to clause 4.4 below you must include a visible background watermark which establishes you as the originator of the Permitted Copy and the purpose for which it was made.

3.4 You are permitted to authorise your agents and contractors to copy paper maps on your behalf but only for your own business needs and subject always to the terms and conditions of this Agreement.

4 Use of Permitted Copies

Business Administration

4.1 Permitted Copies made under this Licence may be used in any document that supports your own internal business administration. This means you have the right to use of Permitted Copies in the ordinary day-to-day activities involved in the internal administration and running of your business or organisation.

4.2 For the avoidance of doubt this does not include supply to any third party unless expressly permitted by this Licence.

4.3 Electronic Copies made under this Licence may be displayed on your internal network (Intranet) provided the same is not accessible by third parties.

External Use: Leaflets, Brochures, Web Pages

For the purposes of this clause 4.4:

Financial Gain is where you or any third party used by, or connected to you, receives any revenue for the publication of Permitted Copies, including direct or indirect revenue or benefit from advertising.

Display is a single, static image with no size restriction.

4.4 Permitted Copies made under this Licence may be used for Display purposes in display boards, leaflets, brochures and web pages (subject to clause 3.3 above) for external use provided that they are not used for Financial Gain and that they only:

4.4.1 promote your commercial services (provided that this promotional activity is secondary to your normal business or commercial activities and is not a service or business activity in itself);

4.4.2 provide directional guidance or a route showing how to locate any premises you own or lease for the operation of your business;

4.4.3 show your physical assets (for example, pipelines);

4.4.4 show the geographical area of interest for your business (subject to the mapping scale being reasonable). If your geographical area of interest is national but you operate from one location only, you are permitted to use 1:1 000 000 scale mapping or smaller to show your area of interest.

4.4.5 provide information to prospective purchasers of land or property where you are acting as an agent on behalf of the seller; and for no other use.

Professional Services:

4.5 Permitted Copies may be sent to third parties in reports and submissions but only as part of professional services provided by you to your clients, provided that:

4.5.1 the provision of Permitted Copies is not a service in itself and does not form a significant part of any services offered by you;

4.5.2 any Electronic Copy (which can be sent by email) is provided solely for the purpose of allowing the recipient to view and print one copy;

4.5.3 the use to which such clients put the Permitted Copies in such reports and submissions is restricted to the use to which such reports and submissions were provided subject to the further restriction of being for personal use (in the case of a consumer client) or for the internal administration and operation of its business (in the case of a business client);

4.5.4 such reports and submissions do not carry third party advertising.

5 Rules applicable to this Licence

5.1 Only such amounts of Paper Mapping Copies may be made as are necessary to meet the specific need for which they are used.

5.2 The amount of mapping in any single leaflet or brochure may not exceed 1 250 cm² in size when viewed at the original scale. Such restriction does not apply to reports, submissions or web pages.

5.3 You must include an overlay on the mapping which relates solely to you.

5.4 You must ensure that the mapping is only there to provide content to your own primary business information and documents and no more.

5.5 In the case of a web page, you must only provide the ability to view the mapping and no more. You may not provide your web page users with drawing tools and so on.

5.6 You may permit the following on your web page:
5.6.1 (subject to the provisions of clauses 3.1.2, 3.3 and 4.4) panning to the edge of a single discrete map image; and
5.6.2 zooming to enlarge or reduce the scale viewing of a single discrete map image. This does not extend to allowing another map image of different scale to be automatically uploaded to the browser when the original scale threshold is reached.

5.7 Use of the Permitted Copies outside the scope of this Licence may result in an overlap with our commercial licensing programme and in any event is a breach of our intellectual property rights. In addition to any other rights Ordnance Survey has under this Agreement or under general copyright law, Ordnance Survey reserves the right to charge you appropriate royalties should your use of the Permitted Copies fall outside this Licence.

5.8 The permissions herein granted for supply of Permitted Copies to third parties as specified in clauses 3.4, 4.4 and 4.5 are given on the basis that you remain responsible and primary liable to Ordnance Survey for the acts and omissions of such third parties.

6 Security

You must use reasonable endeavours to ensure the Permitted Copies in whatever medium, are secure from unauthorised use and/or access.

7 Acknowledgements

You must ensure that the following acknowledgement is displayed in a prominent position on all copies made under this licence:

Ordnance Survey © Crown copyright [insert the year of publication of the Ordnance Survey paper map] All rights reserved. Licence number [insert licence number]

8 Fees and payment

8.1 We will calculate your annual fees based on that years' paper map copying licence pricing, subject to a minimum fee.

8.2 You agree to pay the licence fee calculated by us, together with VAT, at the rate applicable on the date your Agreement commences (or is renewed) within 30 days of the date of our invoice. If you fail to pay within 30 days of the date of our invoice then, without prejudice to any other rights and remedies that we may have, we will be entitled to charge you interest on the unpaid amount at the rate of 2% above the base rate of National Westminster Bank plc.

8.3 It is your responsibility to notify us immediately if you increase the number of offices in which copying will take place.

8.4 Any such increase in number of offices as referred to above will increase your annual licence fee and Ordnance Survey will invoice you immediately for any such increase, pro-rated to the expiry date of our Agreement. Such invoice will be subject to our minimum invoice value of £47.50 (plus VAT).

For the avoidance of doubt Ordnance Survey does not offer a refund where the number of offices in which copying will take place is reduced.

9 Audit and inspection

Upon giving reasonable notice, we and our representatives have the right to inspect your compliance with the terms of this Agreement and to take copies of any necessary records. You will make reasonable provision to assist us.

10 Changes to the Agreement

10.1 We reserve the right to change the terms of the Agreement and the amount of the annual licence fee payable at any time on 30 days notice. Such changes will not affect any licence fee you may have already paid to us. If you disagree with the changes you have the right to terminate this Agreement subject to the conditions set out in clause 11.

11 Termination

11.1 Unless automatically renewed by payment of your invoice pursuant to clause 1.3, your licence will expire 12 months after the Commencement Date or at the end of a relevant Renewal Period.

11.2 If you do not accept any change of terms of the Agreement which have been notified to you pursuant to clause 10.1 above, you may terminate your Agreement before

such changes come into effect. Where appropriate you will be reimbursed for monies already paid for the period after the change takes effect.

11.3 We may terminate this Agreement immediately by giving you notice in writing if:

11.3.1 (without prejudice to clause 1.3) on signing your Agreement, having renewed your Agreement or having extended your copying requirements under this Agreement, you fail to pay any amount due under this Agreement within 30 days after the date on which payment fell due;

11.3.2 you are in breach of this Agreement and the breach cannot be remedied;

11.3.3 you are in breach of this Agreement and the breach is capable of being remedied and you fail to remedy it within 30 days of receipt of a written notice from us notifying you of the breach and requiring its remedy; or

11.3.4 a receiver or administrative receiver is appointed over you, or you pass a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction) or a court makes an order to that effect, or you enter into a composition or arrangement with your creditors, or if you become insolvent or cease or threaten to cease to carry on business, or if a bankruptcy petition is presented against you (or where you are a partnership, against one of your partners), or where you are a partnership, the partnership is dissolved.

11.4 On termination of this Agreement any sums due are subject to the then current minimum fee.

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

12 Effect of termination

12.1 On termination of this Agreement (howsoever caused) then the permissions granted to you under the Licence will terminate and you must immediately cease copying any Paper Mapping.

12.2 We reserve the right to request written confirmation from you that you are no longer undertaking those activities previously permitted under this Licence.

13 Liability

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

13.2 any special, indirect or consequential losses or damages; or

13.3 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 Agreement shall prevent us from claiming for amounts lawfully due under the terms of this Agreement or for sums due for infringement or breach of intellectual property rights.

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

13.5 Nothing in this paragraph 13 shall exclude or limit any liability for death or personal injury arising from the negligence of the licensee or of its employees, contractors or agents.

14 Transferring rights and responsibilities

14.1 You may not 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.

14.2 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 copying rights as granted herein.

15 Governing law

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