

Standard Licensed Use (Address Products)

Important notice

Any use of Ordnance Survey Data which is not expressly addressed in this Licensed Use Schedule under the definition of 'Standard Licensed Use' or which is not expressly permitted is prohibited. Any such use of Ordnance Survey Data may be made only with the express written agreement of Ordnance Survey in a form of a licence for the commercial use of such data, the terms and conditions for which are available on request.

1.1 Definitions

For the purposes of this Schedule:

Commercial Purposes means any purposes which seek to exploit the Ordnance Survey Data for financial gain or any purpose which is or is likely to place the use of the Ordnance Survey Data in competition with a third party who is seeking to exploit data licensed from Ordnance Survey for financial gain or for any other purpose;

Display means a single, static image with no size restriction, for example on display boards or on the Internet

Excluded Bodies means any of the following:.

- i) Central Government departments, Crown bodies and non-departmental public bodies;
- ii) Local authorities;
- iii) Other public sector organisations (including companies in public ownership);
- iv) Utility companies managing fixed assets as follows:
 - a. Gas companies
 - b. Electricity companies
 - c. Water companies
 - d. Cable operators
 - e. Oil companies
 - f. Fixed line telecommunications companies

Financial Gain means a benefit accruing where the Customer or any third party used by, or connected to, the Customer receives any revenue or credit for the publication or use of any Ordnance Survey Data in any format; and

Promotion(al) means bringing any product or service to the attention of actual or potential customers and where multiple copies are made in any media, the total map area at scale must not exceed A3 or 1 250 square centimetres size.

1.2 Internal Business Use

- 2.1 Internal Business Use is defined as the use of Ordnance Survey Data in the ordinary day-to-day activities involved in the internal administration and running of the Customer's business.

- 2.2 Such use of Ordnance Survey Data is **only** permitted in the following circumstances:
- 2.2.1 solely and explicitly for the administration and operation of the Customer's business (which excludes its supply to any third party unless expressly permitted in this Schedule);
 - 2.2.2 in reports and submissions to third parties (where such activities relate to the internal business or administration of the Customer's business and the Customer shall advise them that such Ordnance Survey Data shall not be used for any other purpose), provided such reports and submissions do not carry paid for advertising in respect of third parties. Such use shall include electronic transmission of a graphic image that is a raster data file produced solely for the purposes of allowing such third party to view and print one copy;
 - 2.2.3 by the Customer's contractors and agents when undertaking any activity for the Customer which the Customer is permitted to undertake itself under this Schedule but solely and explicitly to provide the Ordnance Survey Data for the purpose of enabling them to provide goods or services to the Customer or to tender for the provision of such goods or services. The Customer must require such contractor or agent to sign a contractor licence with the Customer in the form of the draft contained in the Schedule to this Agreement. The Customer must enforce the provision in such Contractor Licence which requires the contractor or agent to erase all copies of Ordnance Survey Data on or before termination of such Contractor Licence. This must include those held in paper based or any electronic format, provided that the Customer may permit such contractor or agent to retain one paper based archive copy of Ordnance Survey Data which is relevant and necessary to document the goods or services delivered to the Customer;
 - 2.2.4 where Ordnance Survey Data are available on an internal network or on a remotely accessible server operated by an electronic hosting service, the Customer must either take steps itself or enter into a written agreement in relation to the facilities provided by the electronic hosting service to provide for appropriate industry standard safeguards restricting third party access to any data of the Customer's which include or incorporate any Ordnance Survey Data; and
 - 2.2.5 with any professional services provided by the Customer to its clients, provided that:
 - a) the provision of Ordnance Survey data is not a service in itself and does not form a significant part of any service offered by the Customer;

- b) Ordnance Survey data may be provided only in paper for or by electronic transmission of a graphic image that is a raster file produced solely for the purposes of allowing the recipient to view and print one copy;
- c) only such amounts of Ordnance Survey Data may be used as are necessary to meet the specific need for which they are used;
- d) the use to which such clients shall put the Ordnance Survey Data shall be for the administration and operation for its business (in the case of a business client);

provided that the rights referred to in this Section 2.2.5 shall not apply where the Customer is an Excluded Body.

2.3 For the avoidance of doubt the permission of Ordnance Survey for such supply of Ordnance Survey Data to third parties as specified in Section 2.2.3 above is given on the basis that the Customer remains responsible and primarily liable to Ordnance Survey for the acts and omissions of such contractors and agents.

2.4 Such use does **not** extend to use of the Ordnance Survey Data:

- 2.4.1 by any associated undertaking of the Customer, including associated, subsidiary, affiliated, holding or any parent or group companies or any other undertaking; or
- 2.4.2 save in the case of contractors and agents providing services pursuant to Section 2.2.3, for any financial gain or commercial purposes of the Customer, whether the Ordnance Survey Data are used on their own or in combination with any products or services of the Customer or which convey any financial gain for the benefit of any person other than the Customer or its employees.

3 Conditions of use for publishing for display and/or promotional purposes

3.1 Subject to the restrictions in Section 3.2 below, Ordnance Survey Data may be published for display and/or promotional purposes provided there is no financial gain but only:

- 3.1.1 as a background to display information specific to the Customer's activities;
- 3.1.2 to promote the Customer's commercial or public services, provided that the use of Ordnance Survey Data is secondary to the Customer's business activities and is not a service or business activity in itself; or

- 3.1.3 in order to provide directional guidelines on how to locate the Customer's premises or a location relevant to the Customer's day-to-day business activities.
- 3.2 The following conditions apply to the publishing of the Ordnance Survey Data for display and/or promotional purposes by the Customer:
 - 3.2.1 the correct database right, copyright, trade mark acknowledgements and licence number must be used. Acknowledgements are always required and each individual image using Ordnance Survey Data must contain the appropriate acknowledgement(s). Non-compliance will be regarded as a breach of your obligations under this Schedule and, without prejudice to any other rights, may incur royalties at our normal commercial use rates;
 - 3.2.2 the Customer must overlay outputs generated using the Ordnance Survey Data with information that is specifically relevant to the purpose of the display and/or promotion. Use of Ordnance Survey Data in this manner must only be to demonstrate the services or activities to which the Ordnance Survey Data makes a significant contribution. Ordnance Survey Data must not be published on their own or in any format or as the primary or dominant part of any display and/or promotion and must always be combined with appropriate additional information relating to the Customer;
 - 3.2.3 a visible background watermark to identify the source of the publication may be required. This is a mandatory requirement when publishing Ordnance Survey Data electronically. The Customer shall choose its own method of applying a watermark from suitable alternatives. The purpose of the watermark is not to obscure or change the meaning of the Customer's message, but to establish the source of the material and to deter its use for other purposes;
 - 3.2.4 when using the Ordnance Survey Data, whether in paper or electronic format, the Customer is to include a brief statement of the purpose of the publication and the reason why mapping information is included together with limitations for its further use. This can be placed anywhere within the document;
 - 3.2.5 the Customer shall use all reasonable endeavours to prevent the improper use of the Ordnance Survey Data by its staff or any third parties;
 - 3.2.6 only such amounts of Ordnance Survey Data may be used as are necessary to meet the specific need for which they are used;

- 3.2.7 Ordnance Survey Data must not be published in their original condition either in paper or electronic form. Any publication, both paper and electronically, must feature such additional elements or content as are specifically relevant to the purpose to which they are put. Such additional content must be provided by the Customer and unless otherwise agreed with Ordnance Survey must be sufficiently significant to render the underlying Ordnance Survey Data unusable for any other purpose. When published electronically this additional content must be incorporated into the Ordnance Survey Data in a manner which does not allow them to be separated from each other unless expressly agreed in writing by Ordnance Survey; and
- 3.2.8 Ordnance Survey Data must not be published electronically in a manner which will allow vector map data to be extracted from the published materials. For the avoidance of doubt, this means in whole, part or derived vector data.

1.3 Statutory use

- 4.1 For the purpose of this Schedule:
- 4.1.1 **Statutory Obligation** means an express written obligation imposed by an Enactment upon the Customer, which requires the use of the Ordnance Survey Data to meet that obligation. This does not include a general obligation which does not specifically refer to a product or service which is to be delivered by the Customer; and
- 4.1.2 **Enactment** means a statute or act of the Parliament of Great Britain and Northern Ireland or of the Scottish Parliament or of the National Assembly for Wales or a statutory instrument or other delegated legislation, including without limitation any such enactment made after the date of this Agreement.
- 4.2 The Customer is permitted to use Ordnance Survey Data to meet a Statutory Obligation.
- 4.3 The Customer is **not** permitted to exploit the Ordnance Survey Data in any way for commercial purposes or for financial gain other than as expressly provided in this Schedule, except pursuant to a separate licence agreement from Ordnance Survey permitting such activities.

- 4.4 Only such amounts of Ordnance Survey Data may be used as are necessary to meet the specific need for which they are used;
- 4.5 Ordnance Survey Data must not be published in their original condition either in paper or electronic form. Any publication, both paper and electronically, must feature such additional elements or content as are specifically relevant to the purpose to which it is put. Such additional content must be provided by the Customer and must be sufficiently significant to render the underlying Ordnance Survey Data unusable for any other purpose. When published electronically this additional content must be incorporated into the Ordnance Survey Data in a manner which does not allow them to be separated from each other.
- 4.6 Ordnance Survey Data must not be published electronically in a manner which will allow vector map data to be extracted from the published materials. For the avoidance of doubt, this means in whole, part or derived vector data.
- 4.7 The Customer may provide copies of Ordnance Survey Data to any other customer of Ordnance Survey which has a Statutory Obligation and which is a party to an agreement with Ordnance Survey by which such customer is licensed on specific terms to use Ordnance Survey Data, provided that:
- 4.7.1 it shall advise such customer that any such Ordnance Survey Data shall only be used under the terms of such customer's agreement with Ordnance Survey in relation to such customer's right to meet what in this Agreement is described as a Statutory Obligation;
- 4.7.2 within thirty (30) days of the end of each quarter, it shall advise Ordnance Survey in writing of the names and addresses of each such customer to which it has supplied Ordnance Survey Data during such quarter. For these purposes, a **quarter** shall be a period of three (3) months commencing on the first day of January, April, July or October in each year; and
- 4.7.3 it shall include with the media embodying such Ordnance Survey Data a notice in terms approved by Ordnance Survey stating that the media contains mapping data which are the property of the Crown and that any unlawful use or copying other than for the purposes of viewing and printing is prohibited.

Royal Mail End User Licence

NOTE: This licence does not permit you to produce any PAF Products, including offering the Look Up Product. If you wish to do this, you must contact Royal Mail and will be required to pay the appropriate fees.

1 Definitions

PAF is a registered trademark of the Royal Mail (part of Royal Mail Group Plc) and stands for Postcode Address File. It is a database containing all known addresses and Postcodes in the United Kingdom.

Postzon is comprised of a version of PAF containing one record for each Postcode in the UK. The information supplied with each Postcode includes an Ordnance Survey Grid Reference and a variety of other coded identifiers which describe Country, County, District, Local Authority Electoral Ward and National Health Service District Health Authority.

The Postcode alone is not sufficient to identify each delivery point in the UK. A **Delivery Point Suffix (DPS)** has been developed: a two character code (one alpha, one numeric) which enables each delivery point to be uniquely identified. To enable customers to apply a barcode correctly to mail, both the Postcode and Delivery Point Suffix are required along with a Checksum Digit. The Checksum Digit can either be accessed via a small programme which will generate it automatically, or from the file which contains the Delivery Point Suffix information. This file is referred to as the 'Postcode Information File' (PIF).

In this agreement, 'PAF' includes the Postcode Address File, updates to the Postcode Address File and extracts from the Postcode Address File, 'Postzon', updates to 'Postzon' and extracts from 'Postzon', 'PIF', updates to 'PIF' and extracts from 'PIF', as supplied or contained in any product supplied by the VAR to the VAR's agent.

VAR shall mean a person licensed by Royal Mail Group Plc to obtain copies and updates of PAF from Royal Mail Group Plc both for its own use and to enhance its own products and services for sale to End-users which make use of PAF and to licence VAR's agents for the same purposes.

VAR's Agents shall mean persons who obtain copies and updates of PAF from VARs both for their own use and to enhance their own products and services to supply to End-users.

End-user shall mean the person entering into the Agreement of which this licence forms part with a VAR or VAR's Agent.

User shall mean a PC or terminal within an End-user's organisation which has access to any part of the PAF data either directly or indirectly through a VAR or VAR's Agent software routines.

Number of Users shall mean the number of workstations or terminals which can access PAF.

2 Licence

- 2.1 This Licence grants the End-user the non-exclusive right to use extracts and derivatives from PAF, and updates to PAF provided to the End-user by the VAR or the VAR's Agent (as the case may be).
- 2.2 The End-user shall complete the PAF End-user Registration Form attached to this Licence in Annex A and return it to the VAR or VAR's Agent within seven days of entering into this Agreement.

3 Limit on End-user's Use of Postcode Address Information

- 3.1 The End-user shall not at any time reproduce, publish, sell, let, lend or otherwise part with possession of PAF or relay or disseminate PAF but the End-user may make one back up copy of each version of PAF for security purposes. The End-user shall ensure that its employees, agents and subcontractors comply with the terms of this Clause PROVIDED THAT nothing in this clause shall prevent the End-user from using PAF to modify existing mailing list databases.
- 3.2 The End-user shall upon reasonable notice grant Royal Mail Group Plc and its agents, reasonable accompanied access, upon prior notice, during working hours, to their premises, accounts and records relevant to this Licence for the purpose of verifying and monitoring the End-user's compliance with its obligations under this Licence.
- 3.3 The End-user shall ensure that any changes to the Number of Users specified in Annex A are notified to the VAR/VAR's Agent and that the Number of Users does not exceed that permitted by the number and type of licences (described in Annex A) purchased by the End-user.
- 3.4 The End-user shall have a reasonable mechanism or process in place to ensure that the Number of Users accessing the PAF data does not exceed the number of Licences purchased.
- 3.5 The End-user shall comply with all requirements of the *Data Protection Act 1984 (the Act)* relevant to its possession or use of PAF, and shall ensure that its use of PAF is not inconsistent with the registration of Royal Mail Group Plc under the Act.

4 Fees

- 4.1 The End-user shall pay to the VAR's Agent or the VAR (as the case may be) annual Licence fees as set out in Schedule 2, (PAF End-user Licence Fees) in accordance with the time scales set out therein.
- 4.2 The PAF End-user Licence Fees may be increased or decreased or the payments structure modified or amended, by Royal Mail Group Plc giving notice to VARs (which VARs must communicate to VAR's Agents and End-users) provided that:
 - 4.2.1 Royal Mail Group Plc shall give six (6) months' notice of any straightforward increase or decrease and any such increase in prices shall not take place more than once in any year and the amount of any increase shall be limited to increases in the Retail Prices Index since the last occasion upon which the End-user Licence Fees were increased;

- 4.2.2 any modification or amendment of the pricing structure which is more than a straightforward increase or decrease in prices shall take place on no less than one (1) year's notice;
- 4.2.3 End-user Licence Fees current at the time of Royal Mail Group Plc Notice shall only be affected by the changes upon the next anniversary of the Agreement of which this Licence forms part, following the expiry of Royal Mail Group Plc Notice.

5 Liability of Royal Mail Group Plc

- 5.1 The End-user acknowledges that Royal Mail Group Plc does not in any way warrant the accuracy or completeness of PAF and Royal Mail Group Plc shall not be liable for any loss or damage (whether direct or indirect or consequential) howsoever arising out of or in connection with this Licence (or the Agreement of which it forms part) or its termination.
- 5.2 The End-user acknowledges that Royal Mail Group Plc is not liable in any way in respect of the services provided by the VAR or VAR's Agent (as the case may be) to the End-user.
- 5.3 Even if the services provided to the End-user by the VAR or the VAR's Agent are designated as Post Office approved, the End-user acknowledges that Royal Mail Group Plc gives no warranty that such services have been tested for use by any party or that such services will be suitable for or be capable of being used by any party.
- 5.4 The End-user acknowledges that Royal Mail Group Plc shall not be obliged in any circumstances to provide PAF or any related services direct to the End-user.

6 Property Rights in PAF

- 6.1 PAF and the copyright in PAF are and shall remain the property of Royal Mail Group Plc. This Licence shall not operate as an assignment of any copyright or any other intellectual property right that may subsist in PAF.
- 6.2 The End-user shall not remove or tamper with any copyright notice attached to PAF.
- 6.3 The provisions of this Clause shall continue to operate after the termination of this Licence.

7 Assignment

- 7.1 The End-user shall not assign or subcontract this Licence or any part of it.

8 Termination

- 8.1 If any Agreement between Royal Mail Group Plc and the VAR, or between the VAR or VAR's Agent and the End-user (of which this Licence forms part), for the provision of PAF or services or products containing PAF is terminated, this Licence will automatically be terminated.

8.2 On termination of this Licence the End-user shall either return to the VAR or VAR's Agent (as the case may be) all copies of PAF supplied to it under this Licence or the End-user shall confirm in writing to the VAR's Agent that all PAF data, to the extent that it is capable of being deleted or destroyed, has been so deleted or destroyed.

8.3 This Licence shall be terminated if the End-user brings Royal Mail Group Plc into disrepute.

9 Law

9.1 This Licence shall be deemed to have been granted in England and shall be subject to English law. The parties agree to submit to the jurisdiction of the English courts.

The complete PAF file contains the following elements, which enable a Full Postal Address to be pulled together:

Premise Elements	Organisation Sub-building name Building name Building number
Thoroughfare elements	Dependant thoroughfare name Thoroughfare name
Locality elements	Double dependant locality Dependant locality Post town County
Postcode	

10 Licence Fees

Licence Fees are based on the level of PAF utilised by a VAR/End-user and the Number of Users within the End-users organisation.

Level of PAF Supplied	Licence Type
Full PAF (which comprises) <ul style="list-style-type: none"> - Premise elements - Thoroughfare elements - Locality elements - Postcode 	Per User * System Licence ** Multi System Licence
Thoroughfare PAF comprising Address details which are common to a Postcode: <ul style="list-style-type: none"> - Thoroughfare elements - Locality elements - Postcode 	Per User * System Licence ** Multi System Licence
Locality PAF (which comprises)	Per User

- Locality elements - Postcode	* System Licence ** Multi system Licence
Postzon (which comprises) - Easting – Northing - Postcode Local Authority Electoral Ward NHS District Health Authority	Per User * System Licence ** Multi System Licence
Part use of product (for example, Postcode and OSGR only)	

* System Licence

Where the End-user is an individual organisation trading under one name, and PAF is resident upon a single piece of equipment to which 20 or more users are directly or indirectly connected; a System Licence is available as an alternative to paying per User. Amount payable per Licence according to level of PAF supplied. Separate Licences are required for each system (per level of PAF supplied) upon which PAF is housed (and to which satellite systems may be linked for access).

** Multi System Licence

Where the End-user is an individual organisation trading under one name, a Multi System Licence is available as an alternative to holding 3 or more System Licences per level of PAF supplied.

In the event that the End-user has any number of hardware platforms with PAF resident on each (for example, PC's) a separate Licence is required for each one, up to a maximum of 60. Amount payable according to level of PAF supplied.

Address Manager Utilities

In addition to the licence fee payable according to the Number of Users a Run-Time licence on a per annum per package basis incorporating Address Manager Utilities is also payable.

Time Scales

The first year's fee shall become payable within fourteen days of the date of the Agreement, of which this Licence forms part. Subsequent years' fees shall become payable by the End-user on each anniversary of the Agreement.

NOTE: All fees quoted are costs per annum unless otherwise stated and are exclusive of VAT.

The complete PAF file contains the following elements, which enable a Full Postal Address to be pulled together:

Annex A PAF End User Registration Form

Any changes to the information provided below must be promptly notified to Ordnance Survey.

- 1 **Company or Organisation Name**
- 2 **Company Reg. No**
- 3 **Registered Office/Principal place of business**
.....
Postcode Telephone
Fax No Email address
- 4 **Contact:** Title: Mr Mrs Miss Other (*please specify*)
First name Surname
Job Title
- 5 **Name of VAR or VAR's Agent** (this is, the name of the company or organisation from whom you bought your product)
.....
- 6 **User Details** (that is, site at which product is used, if different from above)
Name of User: Title: Mr Mrs Miss Other (*please specify*)
First name Surname
Job Title
Address of User
..... Postcode
Telephone No Fax No
- 7 Does your company hold a current **Mailsort contract?** (*please circle either*) Yes No
- 8 **Number of Users** (*See applicable fees*).....
- 9 **Date of Agreement** with VAR/VAR's Agent for the supply of products or services incorporating PAF:
.....

eMapSite completes this form for the licensee automatically based on the information provided in the ordering process.

Annex B Multiple Residence Data End-user Registration Form

Any changes to the information provided below must be promptly notified to Ordnance Survey.

- 1 **Company or Organisation Name**
- 2 **Company Reg. No**
- 3 **Registered Office/Principal place of business**
.....
Postcode Telephone
Fax No Email address
- 4 **Contact:** Title: Mr Mrs Miss Other (*please specify*)
First name Surname
Job Title
- 5 **Name of VAR or VAR's Agent** (this is, the name of the company or organisation from whom you bought your product)
.....
- 6 **User Details** (that is, site at which product is used, if different from above)
Name of User: Title: Mr Mrs Miss Other (*please specify*)
First name Surname
Job Title
Address of User
..... Postcode
Telephone No Fax No
- 7 Does your company hold a current **Mailsort contract?** (*please circle either*) Yes No
- 8 **Number of Users** (*See applicable fees*).....
- 9 **Date of Agreement** with VAR/VAR's Agent for the supply of products or services incorporating PAF:
.....

eMapSite completes this form for the licensee automatically based on the information provided in the ordering process.