

Framework Contract (Direct Customers)

Background:

This Framework sets out general terms on which 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 (**we, us, our, OS**) licenses digital mapping products to customers including you, the person or entity entering into this Framework in accordance with its terms (**you, your**). The relevant digital mapping products and specific terms are identified in Data Contracts entered into by you and us under this Framework. You must enter into an applicable Data Contract before you are entitled to use any Licensed Data.

Summary of key terms:

To help you understand this Framework, we have set out below a summary of some of its key terms. Please note this summary is not a substitute for the terms of this Framework which you should read in full.

- Definitions and interpretation of terms used in this Framework are set out in [Appendix 4](#).
- The term and structure of the Agreement are both described in [Clause 2](#).
- Your main obligations as a customer are set out in [Clause 4](#).
- For terms and conditions that apply to your use of Licensed Data please see [Clause 5](#).
- Provisions setting out how Licence Fees are calculated and when they are payable are set out in [Clause 7](#).
- The way we make amendments to the Agreement is described in [Clause 8](#).
- We may audit you, for details please see [Clause 9](#).
- How the Agreement may be ended or suspended is set out in [Clause 10](#).
- The warranties and indemnities that apply to the Agreement are contained in [Clause 11](#).
- Provisions on your and our liabilities (including limitations on our liabilities) are contained in [Clause 12](#).
- The Agreement contains confidentiality provisions at [Clause 14](#).
- We have rights to transfer the Agreement to third parties, which are described in [Clause 15](#).

1 Definitions & interpretations

1.1 Appendix 4 provides for the definition and interpretation of words used in this Framework.

2 Term and structure of the Agreement

2.1 This Framework shall commence on the Effective Date and shall continue until termination or expiry in accordance with Clause 10.

2.2 Each Data Contract shall:

2.2.1 commence on its Commencement Date; and

2.2.2 automatically renew on the expiry of its Initial Term (or its then current Renewal Period),

and shall continue thereafter for a further Renewal Period unless or until the Data Contract is terminated in accordance with Clause 10 or the provisions of the relevant Data Contract.

2.3 Regulations 9 and 11 of the *Electronic Commerce (EC Directive) Regulations 2002*, relating to contracts made online, shall not apply to this Framework or any Data Contract.

- 2.4 By agreeing to this Framework you shall be deemed to have also accepted the credit application and payment terms on our Website at <https://www.ordnancesurvey.co.uk/apply-for-a-business-account>.
- 2.5 If there is any conflict or inconsistency between this Framework and a Data Contract, then the Data Contract will take precedence.

3 Access to Licensed Data

- 3.1 We will deliver or make available to you Licensed Data (including, subject to Clause 3.5, Updates) as requested via the Online Ordering Service or, in respect of Points of Interest Data, an Order Form.
- 3.2 We may assume that any access to the Online Ordering Service using your Login Details is authorised by you.
- 3.3 There may be certain limitations on the delivery of Licensed Data requested by you, including the restrictions set out via the following link to our Website <https://www.ordnancesurvey.co.uk/documents/online-ordering-data-supply-options-restrictions.pdf>. We cannot be held responsible for any postal service delays.
- 3.4 We reserve the right to charge you for:
- 3.4.1 any resupply of Licensed Data which you have already received under the applicable Data Contract; and/or
- 3.4.2 hard disks not returned to us within 30 days of delivery to you.
- 3.5 We will endeavour to supply Updates to the extent they are available for the relevant Licensed Data and in the frequency specified on our Website. We will only be obliged to provide our most recent Update from time to time and not any Update which you have previously declined.

4 Your and our obligations

4.1 Your obligations

- 4.1.1 You shall:
- a) not use Licensed Data for any illegal, deceptive, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of the Licensed Data or any person;
 - b) use your best endeavours to use adequate technological and security measures, including measures we may reasonably recommend, or that you and we may agree to, from time to time, to ensure that all Licensed Data, Login Details, and any other similar information (such as user names and passwords) which we provide you and which you hold or are responsible for are secure from unauthorised use or access;
 - c) conform with all relevant Data Protection Legislation;
 - d) notify us as soon as you suspect any infringement of our IPR or any unauthorised use of your Login Details and any other similar information (such as user names and passwords) and give us all reasonably required assistance in pursuing any potential infringement or remedying any unauthorised use; and
 - e) inform us in writing of any change of Control of your business within 30 days of it becoming effective.

4.2 Your and our supply chain obligations

- 4.2.1 The parties each warrant and undertake (and you shall procure that your employees and Contractors shall undertake) that they have not committed and will not commit in connection with the Agreement any offence under the *Bribery Act 2010*, or the *Modern Slavery Act 2015* or any other law in force in any applicable jurisdiction creating offences in respect of bribery, corruption, fraudulent acts and modern slavery.
- 4.2.2 Any breach of Clause 4.2.1 by you or any of your employees and Contractors (whether with or without your knowledge) shall entitle us, with no liability whatsoever to you, to terminate the Agreement with immediate effect by notice in writing and to recover from you the amount of any loss resulting from such termination.

- 4.2.3 The parties agree to, wherever practicable, perform their obligations under the Agreement in a way that minimises the Carbon Footprint associated with the activities under the Agreement.

5 Grant of licence

5.1 Licence

- 5.1.1 We grant you a non-exclusive, non-transferable, revocable licence for Licensed Data for the duration of the relevant Data Contract solely for and to the extent permitted by:
- a) the Licensed Use; and
 - b) the Ancillary Rights.
- 5.1.2 You may not use Licensed Data in any way or for any purpose other than as set out in this Clause 5.
- 5.1.3 Apart from you, no person, firm, or organisation (including without limitation any group company or affiliate) is granted any rights under the Agreement.
- 5.1.4 The Agreement does not give you any right to sublicense, distribute, sell or otherwise make Licensed Data available to third parties other than as permitted by your Licensed Use and Ancillary Rights.
- 5.1.5 For the avoidance of doubt, and save as otherwise agreed, this Agreement does not permit you to create any product and/or service for supply to third parties which has benefitted from, relied on or made any use of Licensed Data (including, without limitation, where you have created your products and/or services by modifying, re-formatting, analysing or performing searches, look ups and/or enquiries using the Licensed Data) and such products and/or services shall require licensing under OS's Framework Contract (Partners) and an appropriate Partner Contract.

5.2 Licensed Use

- 5.2.1 Your Licensed Use shall be as follows:
- a) the use in accordance with Appendix 1; or
 - b) if you are an Infrastructure Body, the use in accordance with Appendix 2; or
 - c) if you are a Public Body, the use in accordance with Appendix 3.
- 5.2.2 You are in all cases entitled to benefit from the Open Identifiers Policy, enabling you to extract Open Identifiers from the Licensed Data, and use such Open Identifiers, in accordance with the Open Identifiers Policy.

5.3 Public Data Sharing

- 5.3.1 Where you receive any Licensed Data (which for the avoidance of doubt includes any of our IPR in any Data created using Licensed Data) from Public Bodies you are licensed for such Licensed Data provided that:
- a) you and the Public Body are licensed for the same coverage area of the same Licensed Data being supplied by the Public Body;
 - b) the use of the Licensed Data received by you from a Public Body shall be governed by the terms of the Agreement;
 - c) you shall maintain a written record of:
 - i) the names and addresses of Public Bodies from whom you have received Licensed Data;
 - ii) the Licensed Data which was received by you from the Public Body; and
 - iii) when the Licensed Data was received by you from the Public Body,and you shall retain the written record until you cease to use the Licensed Data and no longer retain an archive of it in accordance with Clause 10.7.1 c). Upon our written request you shall provide a copy of such Licensed Data and the written record to us.

- 5.3.2 Subject to Clause 12.1, we shall have no obligation or liability to you in respect of the Licensed Data received from the Public Body.
- 5.3.3 Save where expressly permitted under the Agreement, you shall not be entitled to receive and/or use Licensed Data from any other third party.

5.4 **Free to Use Data**

- 5.4.1 Subject to Clauses 5.4.2 to 5.4.6, we grant you upon termination or expiry of the relevant Data Contract or the Agreement (except where we terminate the Agreement for any of the reasons specified in Clauses 10.2 or 10.5) a non-exclusive, royalty-free, perpetual licence to use Free to Use Data for your Licensed Use (including the right to sub-licence such Free to Use Data to a Contractor).
- 5.4.2 The licence granted in Clause 5.4.1 shall entitle neither you nor your sub-licensees to (and you shall procure that no sub-licensee shall) re-create, reproduce or represent any Feature Attribution or any Feature in any Topographic Dataset (or any substitution of such Feature Attribution or Feature).
- 5.4.3 Subject to Clause 12.1, we shall have no liability in respect of your or any of your sub-licensees' use of Free to Use Data and you will indemnify and keep us indemnified from and against all costs, expenses, damages, losses or liabilities incurred or suffered by us arising out of any third party dispute or claim in connection with the Free to Use Data (including, without limitation, any product liability claim).
- 5.4.4 You must acknowledge the copyright and the source of the Free to Use Data by including the following attribution statement:
'© Crown copyright and database rights [insert year] OS [licence number]'.
You shall include the same acknowledgement requirement in any sub-licences of the Free to Use Data that you grant, and a requirement that any further sub-licences do the same.
- 5.4.5 If you breach any provision of this Clause 5.4, the licence granted in Clause 5.4.1 shall immediately terminate and you shall comply with an obligation equivalent to Clause 10.7.1 b) in respect of your Free to Use Data.
- 5.4.6 Where you are in doubt as to whether or not something constitutes Free to Use Data, you shall contact us for guidance.

5.5 **Analytics Data**

- 5.5.1 Save as otherwise agreed in writing, you assign IPR in Analytics Data to us to the extent it was created using Licensed Data and, in turn, we grant you the rights set out in Clause 5.5.2.
- 5.5.2 We grant you upon termination or expiry of the relevant Data Contract or the Agreement (except where we terminate the Agreement for any of the reasons specified in Clauses 10.2 or 10.5) a non-exclusive, royalty-free, perpetual licence to use Analytics Data for your Licensed Use (including to sub-licence such Analytics Data to a Contractor), provided only that this licence is subject to your compliance with Clauses 5.4.2 to 5.4.6 (which shall be deemed to be amended as required so as to apply to Analytics Data).
- 5.5.3 If you wish to use Analytics Data for a purpose outside your Licensed Use (including commercial reuse), please contact us for appropriate terms.

5.6 **Your Data**

- 5.6.1 Where you create Data in accordance with this Agreement using or in conjunction with Licensed Data and such Data:
- a) does not comprise Free to Use Data or Analytics Data; and
 - b) does not incorporate or infringe any IPR in the Licensed Data,
- the terms of the Agreement do not apply to such Data.
- 5.6.2 Examples of Data that this Clause applies to may be found on our Website.

5.7 **Contractor Use**

- 5.7.1 You may permit your Contractors, for the purposes of providing, or tendering to provide, you with goods or services, to use:

- a) Licensed Data for your Licensed Use; and/or
 - b) your Login Details for the purpose accessing such Licensed Data via the Online Ordering Service; provided that you ensure, in a Contractor Licence that:
 - i) the applicable restrictions included in the Agreement are applied to the Contractor;
 - ii) any applicable rights reserved in the Agreement in relation to Licensed Data for our benefit are reserved;
 - iii) any applicable obligations imposed on you in the Agreement are imposed on the Contractor;
 - iv) save as provided in the Agreement, any right for the Contractor to use Licensed Data shall terminate automatically on termination or expiry of this Framework or the relevant Data Contract;
 - v) we shall have no liability to any Contractor in respect of Licensed Data or the Agreement; and
 - vi) we have rights to enforce directly the terms of the agreement between you and the Contractor pursuant to the *Contracts (Rights of Third Parties) Act 1999*.
- 5.7.2 Subject to provisions equivalent to Clauses 10.7.1 c), 10.7.2 and 10.7.3, you may permit your Contractors to retain Licensed Data in an archive for the sole purpose described in Clause 10.7.1 c), provided that you ensure we have the right to enforce directly the terms between you and them governing the use of such Licensed Data pursuant to the *Contracts (Rights of Third Parties) Act 1999*.
- 5.7.3 We have a Standard Form Contractor Licence available, which fulfils the requirements of Clauses 5.7.1 and 5.7.2. Where you ensure that the Contractor executes a Standard Form Contractor Licence before it has access to any Licensed Data (and you maintain it in force), you will be deemed to have complied with Clause 5.7.1.
- 5.7.4 You may grant your Contractors the right to supply and receive copies of the Licensed Data in a digital form to and from your other Contractors provided that:
- a) both Contractors are licensed by you for the Licensed Data being supplied and/or received;
 - b) the goods or services which each Contractor is providing, or tendering to provide to you shall each form part of a larger project or related series of works required by you;
 - c) each Contractor uses copies of Licensed Data supplied by another Contractor solely for the purpose of providing or tendering to provide goods or services to you as part of your Licensed Use;
 - d) the use by a Contractor of Licensed Data supplied by another Contractor shall be governed by its Contractor Licence with you;
 - e) a Contractor shall not receive any direct or indirect payment, credit or money's worth for the supply of the Licensed Data to another Contractor; and
 - f) a Contractor shall, prior to supplying any Licensed Data to another Contractor, obtain your written confirmation that:
 - i) the other Contractor is licensed by you for the Licensed Data being supplied; and
 - ii) the goods or services which each Contractor is providing, or tendering to provide to you, each forms part of a larger project or related series of works you require.
- 5.7.5 You may provide Licensed Data in paper form only (referred to in this Clause 5.7 as **Paper Copies**) to a Contractor, without the requirement to enter into a Contractor Licence with such Contractor, provided that you ensure that:
- a) the Contractor uses the Paper Copies solely for the purposes of providing, or tendering to provide, you with goods or services for your Licensed Use;

- b) the Paper Copies only cover an area that is proportionate to the amount of goods or services that the Contractor is engaged to provide;
- c) subject to Clause 5.7.6, the Contractor is not permitted to and shall not copy, sub-license, distribute, sell or otherwise make available the Paper Copies to third parties in any form;
- d) the Contractor destroys or returns to you all such Paper Copies immediately upon:
 - i) its completion of the tender or provision of goods or services referred to in Clause 5.7.5 a); or
 - ii) expiry or termination of the Agreement or Data Contract,
 whichever is the sooner, and provides, at your request, a sworn statement by a duly authorised person that it no longer holds any such Paper Copies;
- e) neither you nor the Contractor shall receive any direct or indirect payment, credit or money's worth for the supply of Paper Copies; and
- f) the Paper Copies are clearly marked in accordance with Clause 6.1 and contain a statement stipulating that the Contractor is permitted to use the Paper Copies solely for the purpose of assisting them with the delivery to you of the goods or services they are engaged to provide.

5.7.6 You shall be entitled to permit your Contractor to supply Paper Copies to any third party provided that the Contractor ensures that:

- a) such third party is engaged to provide:
 - i) all or part of the works that Contractor is engaged to provide to you (referred to in this Clause 5.7.6 as the Works);
 - ii) part of a larger project (which also includes the Works); or
 - iii) works which, together with the Works, are part of a series of works required by you, and uses the Paper Copies solely for the purpose of providing i), ii) or iii) above to you for your Licensed Use;
- b) such third party agrees to comply with terms no less onerous than those set out in Clause 5.7.5 b) to f) with respect to its use of Paper Copies under paragraph a) above. For the purposes of this Clause, references in Clause 5.7.5 b) to f) to:
 - i) you or your shall mean your Contractor;
 - ii) Contractor shall mean the third party to whom Paper Copies are supplied under this Clause; and
 - iii) Agreement or Data Contract shall mean the Contractor Licence.

5.7.7 You shall be jointly and severally liable with any third party to whom you are entitled to disclose Licensed Data under the Agreement, including, without limitation, any Contractor, for the act or omission of that third party and you shall enforce the terms of any relevant agreement, including, without limitation, any Contractor Licence, up to and including obtaining judgment in court and taking such other action as we may request in respect of any breach.

6 Trade Marks and rights acknowledgement

- 6.1 You may not use any Trade Marks except as expressly permitted by the Style Guide where you wish to acknowledge OS or particular Licensed Data when exercising:
 - 6.1.1 Limited External Use rights under Appendices 1 or 2;
 - 6.1.2 Statutory Use or Public and Infrastructure Data Sharing rights under Appendix 2; or
 - 6.1.3 rights under Appendix 3.
- 6.2 You have no right to sub-license the right to use Trade Marks.

- 6.3 You shall ensure that any use of the names OS and Ordnance Survey and of any other Trade Mark includes the ® or ™ symbol as shown in relation to such Trade Mark in the relevant Contract.
- 6.4 You will not tamper with or remove any of our trade mark symbols or notices.
- 6.5 You must acknowledge copyright and database right ownership in a conspicuous position in all copies of Licensed Data in compliance with the Style Guide.

7 Licence Fees

- 7.1 We will invoice you in advance for Licence Fees under each Data Contract. We may require payment of Licence Fees prior to delivery to you of Licensed Data to which they relate. Otherwise, you will pay all invoices within 30 days of the invoice date in pounds sterling without deduction or set-off. Any delivery of Licensed Data to you may be dependent on your credit limit with us being sufficient.
- 7.2 If you have implemented a policy that requires your suppliers' invoices to contain purchase order numbers that have been provided by you in respect of the goods and/or services being invoiced:
- 7.2.1 you shall notify us of this policy either:
- a) (if you are a new customer and have, as at the Effective Date, already implemented such a policy) prior to, on or as soon as is reasonably practicable following the Effective Date; or
 - b) (if you are an existing customer and are implementing such a policy) no later than 3 months prior to the date upon which such policy comes into effect; and
- 7.2.2 in the event that you have given us notification under Clause 7.2.1:
- a) (subject to Clause 7.2.2d)) it is your responsibility to deliver to us such purchase numbers that will enable us to invoice you in accordance with each Data Contract held by you, such purchase order numbers must be provided to us by no later than 15 days prior to the start of the Initial Term or Renewal Period (as the case may be) of the Data Contract concerned;
 - b) if we receive any purchase order numbers from you in accordance with Clause 7.2.2a), we shall endeavour to include such numbers in our invoices to you (as appropriate);
 - c) if and to the extent you fail to provide us with purchase order numbers in accordance with Clause 7.2.2a), we shall be entitled to provide you with invoices that do not include any purchase order number;
 - d) we shall be entitled to treat any purchase order number provided by you under Clause 7.2.2a) as being correct and valid; and
 - e) if we invoice you in accordance with 7.2.2c) and we do not receive payment within 30 days of invoice date, we reserve the right to charge interest on the outstanding amount of 8% above the Bank of England base rate until the invoice is paid.
- 7.3 A minimum value may apply to an Order (or for particular Licensed Data within an Order) and this will be either confirmed in the Online Ordering Service or the Order Form.
- 7.4 The Licence Fee for the Initial Term of a Data Contract is as set out in:
- 7.4.1 the relevant Order Confirmation; or
- 7.4.2 (where the Data Contract is for Points of Interest) the Data Contract itself.
- 7.5 The Licence Fee for each Renewal Period of a Data Contract is our price for the relevant Licensed Data current at the beginning of such Renewal Period (less any discount to which you are entitled).
- 7.6 Subject to Clause 7.7, we may increase the annual Licence Fee on the second and subsequent anniversary of the Commencement Date of any Data Contract to reflect the latest published percentage change in RPIX over 12 months, as published by the Office of National Statistics.
- 7.7 If you have entered into:
- 7.7.1 a Data Contract whose Initial Term or (as the case may be) then current Renewal Period:
- a) is greater than one year; and

b) is no greater than three years; and / or

7.7.2 a Data Contract:

a) whose Initial Term or (as the case may be) then current Renewal Period is greater than one year; and

b) in respect of which you have already paid in advance and in full the Licence Fee payable for the entire period referred to in Clause 7.7.2a) above,

then any increase(s) in the annual Licence Fee made in accordance with Clause 0 shall only apply with effect from the beginning of the next Renewal Period of such Data Contract.

7.8 Licence Fees are exclusive of VAT and any other applicable taxes, which you shall pay at the rate prevailing at the date of the invoice.

7.9 We may set off all monies, debts or liabilities that are due from you to us under the Agreement against any amount payable by us to you under the Agreement.

7.10 For the avoidance of doubt, where you license a particular area of coverage of particular Licensed Data under any Data Contract (including where you increase your existing holdings of Licensed Data during the relevant licence period pursuant to Clause 8.2.2), you shall be liable to us for a minimum of 1 year's Licence Fees in respect of such area of coverage.

8 Variation

8.1 Variation of Agreement

8.1.1 We reserve the right to change any part of the Agreement:

a) on 90 days' notice, unless such change is required by law or by our suppliers on less than 90 days' notice, or is deemed necessary by us as a result of a Change in Law or the exercise of rights by a third party, or our reasonable anticipation of such a Change in Law or the exercise of such rights, in which case we shall give you such notice as is reasonably practicable in the circumstances; or

b) with such notice as we see fit if we reasonably consider that such change will either be to your benefit or not detrimental to you.

8.1.2 If you do not find the changes notified to you under Clause 8.1.1 acceptable, you may terminate the Agreement or any affected Data Contract by giving us written notice (which shall expire on the same date as our notice to you under Clause 8.1.1) of either:

a) at least 30 days; or

b) less than 30 days if our notice to you under Clause 8.1.1 is less than 30 days.

8.1.3 You shall ensure that all changes which affect any Contractor Licence are incorporated without delay into such Contractor Licence.

8.2 Variation of number of Terminals and Licensed Data

8.2.1 You may either increase or decrease the number of Terminals or the area of coverage you are licensed for under an existing Data Contract by submitting an Order Variation in accordance with this Clause 8.2.

8.2.2 If you notify us under Clause 8.2.1 that you wish to increase your holdings of Licensed Data, we will confirm whether you should either (subject to Clause 7.9) add such additional holdings to the relevant Data Contract for an additional Licence Fee or enter into a new Data Contract in respect of such additional holdings.

8.2.3 An Order Variation to increase the number of Terminals for which you are licensed under a Data Contract shall take effect immediately upon us sending to you either e-mail notification of such increase or an Order Confirmation. An Order Variation to increase the area of coverage of Licensed Data under a Data Contract shall take effect in accordance with the relevant Data Contract.

- 8.2.4 You may only submit an Order Variation to reduce your holdings of Licensed Data and/or the number of Terminals you are licensed for under any Data Contract no later than 30 days prior to the commencement of any applicable Renewal Period. No such reduction shall take effect, for the purposes of any calculation of Licence Fees, until the commencement of the following Renewal Period.
- 8.2.5 If any Licensed Data is removed from the Agreement as a result of a variation under Clause 8.1.1 or 8.2.1, then the provisions of Clause 10.7.1 apply in respect of that Licensed Data.

9 Auditing

- 9.1 You will maintain accurate and complete records of your Licensed Use, and in particular, those instances where Licensed Data is provided to a third party as permitted by your Licensed Use. You shall provide evidence of compliance with your obligations under the Agreement, if we so request. You also agree to comply with reasonable measures stipulated by us as a result of any audit.
- 9.2 We and/or our representatives have the right on reasonable notice during business hours to audit your systems, operations and all supporting documentation to ensure your compliance with the Agreement and to take copies of any necessary records. You shall, at your expense, provide us with all reasonable assistance to enable such auditing and copying to take place.

10 Suspension, termination and expiry

10.1 Suspension

10.1.1 If you are in breach of the Agreement, we may on notice to you with immediate effect suspend:

- a) your Login Details and access to the Online Ordering Service; and
- b) the provision and licensing of any Licensed Data or Updates,

in each case until such breach has been remedied to our satisfaction. This right is without prejudice to any other rights we have under the Agreement or at law.

10.2 General termination rights

10.2.1 Either party may terminate the Agreement or (where applicable) any Data Contract with immediate effect by giving the other party notice in writing in the event that:

- a) the other party:
 - i) is in material breach of any term of the Agreement or the relevant Data Contract and such breach is either incapable of being remedied or is not remedied within 30 days of a written request to do so (for the avoidance of doubt, if you fail to pay your Licence Fee in accordance with a Data Contract, we may terminate any affected Data Contract together with the Agreement);
 - ii) is in persistent breach of the Agreement or relevant Data Contract;
 - iii) ceases to carry on business (and, in our case, has not previously transferred and does not transfer the Agreement in accordance with Clause 15.2);
 - iv) discloses Confidential Information of the first party or uses or authorises use of the first party's IPR outside the scope permitted by the Agreement;
- b) we lose the right to administer Crown copyright and/or database rights in respect of Licensed Data;
- c) there is no Data Contract in force; or
- d) (in respect of a Data Contract) an event occurs entitling either you or us to do so under Clause 11.1

10.3 Mutual termination rights in respect of a Data Contract

10.3.1 Either party may terminate a Data Contract with effect from the expiry of its Initial Term or its Renewal Period by serving at least 30 days' prior written notice on the other.

10.4 **Automatic expiry of the Agreement**

10.4.1 The Agreement shall expire automatically without notice in the event that there has been no Data Contract in force for a period of 12 months.

10.5 **Termination rights without notice period**

10.5.1 We may terminate the Agreement or any Data Contract with immediate effect by giving you notice in the event that you:

- a) are unable to pay your debts within the meaning of Section 123 of the *Insolvency Act 1986*;
- b) have a receiver, administrative receiver, administrator or similar officer appointed over all or any part of your assets or undertaking;
- c) make an assignment for the benefit of, or a composition with, your creditors generally or another arrangement of similar import;
- d) 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;
- e) undergo any process similar to the matters referred to in Clauses 10.5.1 a) to d) (inclusive) in any jurisdiction other than the UK; or
- f) 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.

10.6 **Termination with 90 days' notice**

10.6.1 We may terminate the Agreement and/or any Data Contract by giving you 90 days' notice (or, where we are prevented by legal or other constraint from doing so, such notice period as we are able to give) in the event that there is any Change in Law which shall in our opinion adversely affect our right to receive payment of all or any Licence Fees or other remuneration by whatever means payable to us, or our ability to supply Licensed Data or our ability to conduct our business. In such event, you will be entitled to a rebate of a fair and reasonable proportion of any Licence Fee paid in advance if the licence period to which the Licence Fee relates has not expired at the date of termination.

10.7 **Effects of termination or expiry of the Agreement or a Data Contract**

10.7.1 If the Agreement or a Data Contract terminates or expires:

- a) any accrued rights and remedies will not be affected;
- b) subject to Clause 10.7.4 you shall within 30 days destroy (or at our option return) all Licensed Data under the Agreement or the terminated or expired Data Contract which you hold or for which you are responsible (including any Licensed Data embedded in any other material but not any Licensed Data you are entitled to retain under Clause 10.7.1 c) and provide written confirmation that you have done so at our request;
- c) except if we terminate under any of Clauses 10.2.1 a) or b) or 10.5 and subject to Clauses 10.7.2 and 10.7.3, you may retain Licensed Data in an archive following termination or expiry of the Agreement or Data Contract (as applicable) and may only disclose such Licensed Data for the sole purpose of addressing a complaint or challenge from a regulator or other third party regarding your use of such Licensed Data during the term of the Agreement or relevant Data Contract (as applicable);
- d) you shall cease to be entitled to use any Login Details in order to access the Online Ordering Service in respect of the Agreement or terminated Data Contract; and
- e) where the Agreement terminates or expires you shall terminate any Contractor Licence with immediate effect.

10.7.2 Your rights under Clause 10.7.1 c) are on condition that:

- a) they do not apply to Licensed Data that includes third party IPR (unless provided otherwise in a Data Contract); and
 - b) subject to Clause 12.1, we shall have no liability in respect of your use of such Licensed Data following termination or expiry of the Agreement or the relevant Data Contract (as applicable).
- 10.7.3 We may terminate your right under Clause 10.7.1 c) at any time if:
- a) you use or disclose the relevant Licensed Data other than strictly in accordance with Clause 10.7.1 c);
 - b) you breach any surviving term of the Agreement or Data Contract (as applicable); and
 - c) one of the events in Clauses 10.2.1 a) iii) and iv) and 10.2.1 b) or 10.5.1 a) to f) (inclusive) occurs, in which event you shall comply with an obligation equivalent to Clause 10.7.1 b) in respect of such Licensed Data.
- 10.7.4 If you enter into a new licence (being a licence granted by a duly licensed supplier of OS Data), you may retain Licensed Data after the termination of the Agreement and subject to the terms of the new licence, provided that:
- a) the commencement date of the new licence falls on or before the date on which the Agreement terminates; and
 - b) you may only retain Licensed Data which does not contain third party IPR (unless such retention is permitted under the relevant Data Contract) and to the extent that it is both:
 - i) the same OS Data; and
 - ii) for the same area of coverage,
 as the data licensed to you under the new licence.
- 10.7.5 The provisions of the Agreement, including the Data Contracts, intended to survive termination or expiry, including without limitation, Clauses 1, 2.5, 4.1.1 a) to c), 4.2, 5.3.1 c), 5.4, 5.5, 5.7.7, 8.1, 8.2.5, 10.7, 14 to 17, 19 and 20 shall continue in full force and effect, notwithstanding such termination or expiry.

11 Warranties and Indemnity

- 11.1 We shall ensure that Licensed Data substantially conforms to the relevant Specification. If it does not conform and you notify us within 30 days of receipt, then we will rectify the Licensed Data so that it substantially conforms to the relevant Specification, provided that the non-conformance has not been caused by:
- 11.1.1 any modification or addition not performed or authorised by us; or
 - 11.1.2 any of your computer software or equipment.
- We may not complete this until the next Update following such notification. Rectification under this clause shall be your and our sole and exclusive remedy and liability respectively for Licensed Data which does not conform to the relevant Specification. If we are unable to rectify the relevant non-conformance, you or we may terminate the relevant Data Contract by notice in writing with immediate effect.
- 11.2 We warrant that we are able to grant the licences included in the Agreement.
- 11.3 Licensed Data has not been created for your or any particular customer's requirements. It is your responsibility to ensure that Licensed Data is fit for your intended use or purpose. You acknowledge that if you do not take Updates then, over time, the operation, functionality and accuracy of Licensed Data are likely to degrade and fail to meet the current relevant Specification. Subject to Clause 12.1, we shall not be liable to you for any loss you suffer to the extent it would have been avoided had you not failed or delayed in using or adopting any Updates made available to you. For the avoidance of doubt, we give no warranty as to the uninterrupted continuity of the Online Ordering Service (whether in whole or in part). Nor do we warrant that the Online Ordering Service is free from faults or defects.
- 11.4 We exclude, to the fullest extent permissible by law all implied or express warranties, except those stated in this Clause 11.

- 11.5 Subject to Clause 12.4 and the exclusions in Clauses 11.6 and 11.7, we shall indemnify you and keep you indemnified against all costs, expenses, damages or losses incurred or suffered by you arising from any claims that you have infringed the copyright and/or database rights of any third party by using the Licensed Data, provided that you:
- 11.5.1 promptly notify us in writing of any allegation of infringement which comes to your attention;
 - 11.5.2 make no admission relating to any infringement or alleged infringement without our prior written consent;
 - 11.5.3 allow us to conduct and settle all negotiations and proceedings and give us all reasonable assistance (at our reasonable expense);
 - 11.5.4 use all reasonable endeavours to mitigate your losses; and
 - 11.5.5 if requested by us, use all reasonable endeavours to cease using any alleged infringing Licensed Data and/or accept and use alternative OS Data.
- 11.6 The indemnity set out in Clause 11.5 shall not apply to the extent that any claim, cost, expense, damage, loss or liability arises as a result of:
- 11.6.1 any modification or addition not performed or authorised by us;
 - 11.6.2 the combination of Licensed Data with any other data or software not provided by us; or
 - 11.6.3 use of Licensed Data other than in accordance with the Agreement.
- 11.7 Notwithstanding anything else in the Agreement, we give no greater warranty or indemnity protection in respect of third party data included within the Licensed Data, than is given to us by the relevant third party from time to time. In particular the indemnity in clause 11.5 does not apply to any IPR of Royal Mail Group plc / Royal Mail Group Limited, PointX Limited, Valuation Office Agency, Environment Agency and any third party IPR in the products Code-Point® or Code-Point® with polygons.

12 Liabilities

- 12.1 Nothing in the Agreement shall exclude or limit either party's liability for:
- 12.1.1 death or personal injury to the extent it results from its negligence, or that of its employees or agents; or
 - 12.1.2 fraud or fraudulent misrepresentation.
- 12.2 Nothing in the Agreement shall exclude or limit:
- 12.2.1 your liability in respect of any infringement or breach of IPR or relating to our Confidential Information by you or any other party which has obtained Licensed Data from you; or
 - 12.2.2 your obligation to pay the Licence Fees.
- 12.3 Subject to Clause 12.4, nothing in the Agreement shall exclude or limit our liability under the indemnity in Clause 11.5.
- 12.4 Neither you nor we will be liable to the other in contract, tort (including negligence) or otherwise for any loss of profits, loss of business or loss of contracts (in each case whether direct or indirect) or for any special, indirect or consequential losses or damages.
- 12.5 Subject to Clauses 12.1 to 12.3:
- 12.5.1 Table 1 below sets out the total liability for each of you and us for all claims made (whether in contract, tort (including negligence) or otherwise) under or in connection with a Data Contract; and
 - 12.5.2 Table 2 below sets out the total aggregate liability of each of you and us for all claims made (whether in contract, tort (including negligence) or otherwise) under or in connection with the Agreement.

Table 1 – Your and our liability under Clause 12.5.1

Each of your and our liability under Clause 12.5.1 is the lesser of the following amounts:

£500,000	Licence Fees payable under the affected Data Contract for its first 12 months' period.
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Table 2 – Your and our liability under Clause 12.5.2

Each of your and our liability under Clause 12.5.2 is the lesser of the following amounts:

£500,000	Licence Fees payable under the Agreement (including all Data Contracts) for the 12 months prior to the date of the cause of action of the first claim under the Agreement.	(If less than 12 months of the Agreement has passed as at the time of the cause of action of the first claim under it) Licence Fees payable for the first 12 months of the Agreement.
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12.6 You are responsible for all use of Licensed Data obtained using your Login Details.

13 Events outside a party’s control

13.1 Save for any obligation to make payment, neither party will be responsible for any delay or failure in carrying out obligations under the Agreement if the delay or failure is caused by circumstances beyond the reasonable control of the affected party. In such circumstances the affected party will notify the other of any such likelihood as soon as possible. The affected party shall be allowed a reasonable extension of time to carry out its obligations in these circumstances.

14 Confidentiality

14.1 Both you and we agree:

- 14.1.1 to use Confidential Information of the other only for the purposes of discussions between us relating to our business relationship, and for performing obligations and exercising rights granted under the Agreement;
- 14.1.2 to keep all Confidential Information secure, and to disclose it only to those employees, consultants, directors and professional advisers who need to know such Confidential Information and who are subject to at least the same obligations of confidentiality as those set out in this Clause 14;
- 14.1.3 to notify the other without delay of any unauthorised use, copying or disclosure of the other’s Confidential Information of which it becomes aware and provide all reasonable assistance to the other to stop such unauthorised use, copying and/or disclosure; and
- 14.1.4 except as required by law or by governmental or regulatory requirements (which, for the avoidance of doubt, shall include any requirements for disclosure under the *Freedom of Information Act 2000* and/or the *Environmental Information Regulations 2004*), not to disclose Confidential Information to any third parties unless expressly permitted under this Clause 14 or with the other’s prior written consent.

14.2 The obligations in this Clause 14 do not apply to any information which is in the public domain (other than through the breach of any obligation of confidentiality) or which a party can demonstrate was previously known to it (unless acquired directly from the other party or in breach of any obligation of confidentiality) or was independently developed by it without the use of any Confidential Information.

15 Assignment, subcontracting and sublicensing

15.1 Except as provided in the Agreement, or as otherwise agreed from time to time, neither party may assign, subcontract or sublicense their rights and obligations under the Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld.

15.2 We are entitled to assign, transfer, novate, subcontract or sublicense the benefits and obligations of the Agreement 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 activities or functions have been transferred. You agree to the assumption of our obligations under the Agreement by that entity and, if required, shall enter into an agreement to this effect.

16 Entire agreement

16.1 The Agreement and any documents referred to in it constitute the entire agreement and understanding between the parties concerning its subject matter.

17 Waiver

- 17.1 The waiver on a particular occasion by either party of rights under the Agreement does not imply that other rights will be waived.
- 17.2 No delay in exercising any right under the Agreement shall constitute a waiver of such right.

18 Notices

- 18.1 Any notice under the Agreement shall be given by hand, prepaid first class post, recorded delivery, fax or email to the following contact details:
- 18.1.1 for us:
Chief Financial Officer
OS, Explorer House, Adanac Drive, SOUTHAMPTON, SO16 0AS, United Kingdom
Fax: 0345 099 0494
E-mail: customerservice@os.uk; and
- 18.1.2 for you: at the address, fax and email details which you have submitted to us (or in the absence of such details to you at the address of your registered office or principal place of business),
or such other contact details as either party shall notify to the other in writing.
- 18.2 Notices shall be deemed to have been received:
- 18.2.1 if sent by hand, when delivered or (if delivery is not made before 4.00pm on a business day) the next business day;
- 18.2.2 if sent correctly addressed by prepaid first class post or recorded delivery, 2 business days after posting;
- 18.2.3 if sent by fax, on the next business day following sending, provided that the sender receives electronic confirmation of transmission; and
- 18.2.4 if sent by email, on the next business day following sending (unless the sender receives a delivery failure notification for reasons other than the email address used by the sender not being valid).
- 18.3 The parties shall:
- 18.3.1 endeavour to avoid the unnecessary:
a) printing of documents; and / or
b) incurring of GHG Emissions relating to postal delivery,
by sending notices relating to the Agreement electronically where possible; and
- 18.3.2 ensure that any email address provided by them under this Clause 18 is monitored regardless of any absence of an individual.

19 Contracts (Rights of Third Parties) Act 1999

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

20 Disputes, jurisdiction and governing law

- 20.1 The parties agree to use all reasonable endeavours to settle any disputes by discussion between them. However, either party may refer any dispute to the English courts immediately.
- 20.2 The Agreement will be governed by English law and both parties submit to the exclusive jurisdiction of the English courts.

Appendix 1 Licensed Use - Standard

1 Licensed Use

1.1 Your Licensed Use of Licensed Data is:

1.1.1 Business Use as set out in paragraph 2;

1.1.2 Limited External Use as set out in paragraph 3; and

1.1.3 Public Body and Infrastructure Body External Use as set out in paragraph 4.

2 Business Use

2.1 Business Use is the use of Licensed Data solely for the internal administration and operation of your business.

2.2 Business Use does not entitle you to make available or to provide Licensed Data to third parties.

3 Limited External Use

3.1 Limited External Use is, subject to paragraph 3.2, the use of Licensed Data:

3.1.1 **to promote or further** your own business by generating a map which demonstrates 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 3.1.1 (a) or event in paragraph 3.1.1 (b);
- d) the scope of your area of operation;

3.1.2 **to report** on your own business by including a map 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

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

- a) to include a map within any professional services provided by you to your clients, such map 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 include a map in an advertisement in respect of the sale or letting of a property which is owned or leased by any of your clients provided that any such advertisement may only be published either:
 - i) in a periodical published in paper format by a third party provided that any map 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 paragraph 3.1.3 b) does not permit you to publish any map generated by Licensed Data on any third party website.

3.2 Limited External Use is subject to the following conditions:

3.2.1 any map generated in accordance with paragraph 3.1 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;
- 3.2.2 the map shall be in a raster format and you shall use your reasonable endeavours to prevent third parties from being able to edit the map or from extracting Licensed Data from the map;
- 3.2.3 the map 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;
- 3.2.4 you shall display additional information on or with the map, which information facilitates the purposes in paragraphs 3.1.1 to 3.1.3;
- 3.2.5 you shall not receive any direct payment, credit or money's worth as a result of allowing third parties to access, view or use the map but, for maps generated in accordance with paragraph 3.1.1, you shall be entitled to use the map in conjunction with advertisements that are not illegal, deceptive, misleading, unethical or detrimental to the reputation of the Licensed Data and/or us; and
- 3.2.6 for the avoidance of doubt, you shall comply with Clause 6.1 of the Framework.

4 Public Body and Infrastructure Body External Use

- 4.1 Public Body and Infrastructure Body External Use is the supply of PBIB Licensed Data to a Public Body and/or an Infrastructure Body.
- 4.2 Public Body and Infrastructure Body External Use is subject to the following conditions:
- 4.2.1 **PBIB Licensed Data** means Licensed Data which is either:
- a) OS MasterMap Topography Layer; or
 - b) an Address Dataset in which the PAF Data solely comprises of Cleansed Data (where 'PAF Data' and 'Cleansed Data' shall have the meanings given to them in the relevant Data Contracts).
- 4.2.2 **PBIB Recipient** means the Public Body and/or, subject to paragraph 4.2.3, the Infrastructure Body to whom PBIB Licensed Data is supplied, in accordance with paragraph 4.1 above;
- 4.2.3 where the PBIB Recipient is an Infrastructure Body, only the PBIB Licensed Data described in paragraph 4.2.1b) may be supplied to it pursuant to paragraph 4.1 above;
- 4.2.4 both you and the PBIB Recipient must be licensed for Business Use or Public Sector Use for the same area of coverage of the same PBIB Licensed Data being supplied and/or received;
- 4.2.5 you shall obtain written confirmation from the PBIB Recipient to whom you are supplying PBIB Licensed Data that the PBIB Recipient is licensed under Appendix 3, for the same area of coverage of the same PBIB Licensed Data being supplied;
- 4.2.6 you shall maintain a written record of:
- a) the names and addresses of PBIB Recipient from whom you have received or to whom you have supplied PBIB Licensed Data;
 - b) the PBIB Licensed Data which was received by you from and/or supplied by you to the PBIB Recipients; and
 - c) when the PBIB Licensed Data was received by you from and/or supplied by you to the PBIB Recipients,
- and upon our written request you shall provide a copy of that written record to us;
- 4.2.7 you shall not receive any direct or indirect payment, credit or money's worth for the supply of PBIB Licensed Data to a PBIB Recipient;
- 4.2.8 subject to Clause 12.1 of the Framework, we shall have no liability to you or the PBIB Recipient in respect of the PBIB Licensed Data supplied to a PBIB Recipient; and
- 4.2.9 for the avoidance of doubt, you shall comply with Clause 6.1 of the Framework.

Appendix 2 Licensed Use - Infrastructure Body

1 Licensed Use

- 1.1 Your Licensed Use of Licensed Data is:
 - 1.1.1 Business Use (as set out in paragraph 2 of Appendix 1);
 - 1.1.2 Limited External Use (as set out in paragraph 3 of Appendix 1);
 - 1.1.3 Statutory Use as set out in paragraph 2; and
 - 1.1.4 Public and Infrastructure Data Sharing as set out in paragraph 3.

2 Statutory Use

- 2.1 Statutory Use is the use of Licensed Data solely to satisfy an express written obligation imposed by a formal written enactment of a legislative authority that governs the United Kingdom of Great Britain and Northern Ireland, Scotland, Wales, and/or Northern Ireland to which you are subject which requires the use of the Licensed Data to meet that obligation but only to the extent required by that obligation (a **Relevant Enactment**).
- 2.2 Statutory Use is subject to the following conditions:
 - 2.2.1 the obligations in paragraphs 3.2.2, 3.2.3, 3.2.4 and 3.2.6 of Appendix 1 shall apply;
 - 2.2.2 you shall maintain a written record of your Statutory Use and upon our written request shall provide a copy of that written record to us; and
 - 2.2.3 you shall not receive any direct or indirect payment, credit or money's worth for the Statutory Use other than any charge which it is entitled to impose in accordance with the Relevant Enactment.

3 Public and Infrastructure Data Sharing

- 3.1 Public and Infrastructure Data Sharing is the supply to an Infrastructure Body or Public Body and receipt from an Infrastructure Body of copies of any Licensed Data (which, for the avoidance of doubt, includes any of our IPR in any Data created using Licensed Data).
- 3.2 Public and Infrastructure Data Sharing is subject to the following conditions:
 - 3.2.1 Sharing Party means the Public Body or Infrastructure Body (as applicable) supplying Licensed Data or to whom Licensed Data is supplied, in accordance with paragraph 3.1 above;
 - 3.2.2 both you and the Sharing Party must be licensed for Business Use or Public Sector Use for the same area of coverage of the same Licensed Data being supplied and/or received;
 - 3.2.3 you shall obtain written confirmation from the Sharing Party to whom you are supplying Licensed Data that the Sharing Party is licensed under Appendix 3, for the same area of coverage of the same Licensed Data being supplied;
 - 3.2.4 the use of the Licensed Data you receive from an Infrastructure Body shall be governed by your Data Contract for that Licensed Data;
 - 3.2.5 you shall maintain a written record of:
 - a) the names and addresses of Sharing Parties from whom you receive or to whom you supply Licensed Data;
 - b) the Licensed Data which you receive from and/or supply to the Sharing Parties; and
 - c) when you received and/or supplied the Licensed Data from and/or to the Sharing Parties, and upon our written request you shall provide a copy of that written record to us;
 - 3.2.6 you shall not receive any direct or indirect payment, credit or money's worth for the supply of Licensed Data to a Sharing Party;
 - 3.2.7 subject to Clause 12.1 of the Framework, we shall have no liability to you or the Sharing Party in respect of the Licensed Data received from and/or supplied to a Sharing Party; and

3.2.8 for the avoidance of doubt, you shall comply with Clause 6.1 of the Framework.

For the avoidance of doubt you are only licensed to use Licensed Data as set out in this Appendix where you are an Infrastructure Body

EXAMPLE

Appendix 3 Licensed Use - Public Body

1 Licensed Use

- 1.1 Your Licensed Use of Licensed Data is as set out in Appendix 1 to the PSGA Member Licence, which is incorporated into this Agreement by reference, with all necessary changes.
- 1.2 In addition to the rights granted in Appendix 1 to the relevant PSGA Member Licence, all relevant restrictions and obligations contained in or referred to in such Appendix (including the indemnity contained in the paragraph entitled Competing Activities and Commercial Activities) shall also apply.
- 1.3 In this Appendix 3, **PSGA Member Licence** means the document known as the PSGA Member Licence, as entered into by you and us and as varied from time to time. Where you have not entered into such a licence, PSGA Member Licence will be deemed to mean the then current template PSGA Member Licence, as available from us on request.

For the avoidance of doubt you are only licensed to use Licensed Data as set out in this Appendix where you are a Public Body

EXAMPLE

Appendix 4 Definitions & interpretation

1.1 In this Framework:

Expression	Meaning
Agreement	means this Framework and all Data Contracts (each as amended or replaced from time to time in accordance with its particular terms).
Analytics Data	means Data created by you using Licensed Data to provide analysis or an answer in response to a query or to create additional Data which can be linked to a Feature or Feature Attribution within Licensed Data, in each case provided that the Data: <ul style="list-style-type: none">a) does not copy a Feature in whole, and does not copy a Feature Attribution in whole or in part; andb) can be used independently of the Licensed Data.
Ancillary Rights	means the rights set out in Clauses 5.3, 5.4, 5.5, 5.6, 5.7 and 10.7.1c).
Carbon Footprint	means the total annual GHG Emissions relating to the Agreement.
Change in Law	means a change in legislation, regulations or administrative practice or a decision by any competent court.
Commencement Date	means the commencement date of a Data Contract, being the date specified in either: <ul style="list-style-type: none">a) its Order Confirmation; orb) (where the Data Contract is for Points of Interest) the Data Contract itself.
Confidential Information	means any information that is marked or identified as confidential, or that would reasonably be considered to be confidential in nature, that relates to the affairs of a party and is acquired by the other party in anticipation of or as a result of the Agreement.
Contract Details	means the specific details of each Data Contract, including: <ul style="list-style-type: none">a) the particular Licensed Data;b) the area of coverage of Licensed Data;c) the Commencement Date;d) the Initial Term;e) the number of Terminals you are licensed for;f) the method / medium of delivery of Licensed Data;g) the format of Licensed Data;h) the Licence Fee; andi) if applicable, a link to the latest version of the Data Contract of which the Contract Details form part, all of which are either specified in the relevant Order Confirmation and recorded in the Online Ordering Service against the unique account number assigned by us to you or (where the Data Contract is for Points of Interest) are set out in the Data Contract itself.
Contractor	means any contractor engaged by you or tendering to provide goods or services to you in connection with Licensed Data.
Contractor Licence	means a formal written agreement entered into between you and a Contractor in accordance with Clause 5.7.
Control	means the power (directly or indirectly) to appoint or remove a majority of the directors or otherwise direct the affairs of an organisation.
Data	means any text, graphic, image, audio and/or visual material, software, data, database

	content or other multimedia content, information and material.
Data Contract	means a contract between you and us under this Framework setting out the Contract Details and the specific terms on which particular Licensed Data is licensed to you which is either: <ul style="list-style-type: none"> a) made when we send you an Order Confirmation and includes any specific terms relating to the Licensed Data that are presented for your acceptance prior to you submitting an Order; or b) where the Licensed Data is Points of Interest, entered into by you and us in hard copy form.
Data Protection Legislation	means all applicable data protection and privacy legislation in force from time to time in the UK including: <ul style="list-style-type: none"> a) the <i>Data Protection Act 2018</i> (and all regulations made under it); b) the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the <i>Data Protection Act 2018</i>); and c) all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data.
Effective Date	means the date on which: <ul style="list-style-type: none"> a) we first receive a signed hard copy of your validly completed Framework Acceptance Form; or b) we confirm receipt of your validly completed Online Framework Acceptance Form (where you complete such form via any Online acceptance system operated by us).
Excluded Bodies	means: <ul style="list-style-type: none"> a) any body whose geographic remit is wholly or mainly in Northern Ireland; b) save where Cabinet Office and we otherwise agree, any public or private limited company (including but not limited to whether limited by shares or guarantee); c) any Private Registered Provider of Social Housing, which shall have the meaning ascribed thereto in section 80 of the <i>Housing and Regeneration Act 2008</i>; d) any registered social landlord within the meaning of Part 2 of the <i>Housing (Scotland) Act 2010</i>; and e) any other body as may be agreed by us and Cabinet Office from time to time.
Feature	means any feature represented in a Topographic Dataset, including without limitation any line, polygon, symbol or text.
Feature Attribution	means the characteristics associated with a Feature (subject to the Specification of the relevant Topographic Dataset).
Framework Acceptance Form	means a form entitled Framework Acceptance Form in the form issued by us, and completed and returned by you in accordance with the definition of 'Effective Date'.
Framework	means these terms and conditions together with any Appendices to them (as amended from time to time) and the Framework Acceptance Form.
Free to Use Data	means Data created by you: <ul style="list-style-type: none"> a) using a Topographic Dataset as a source to infer the position of the Data you create; or b) which copies in part a Feature (copying in part meaning where the Data created partially coincides with a Feature in the source Topographic Dataset), <p>in each case provided that the Data:</p>

- i) does not copy a Feature in whole, and does not copy a Feature Attribution in whole or in part;
- ii) neither represents nor acts as a substitute for a Feature or Feature Attribution in the source Topographic Dataset; and
- iii) can be used independently of the Licensed Data,

and in each case only to the extent that the Data created incorporates IPR owned by us and/or which is licensed by us from the Keeper of Public Records. For information purposes only, examples of Free to Use Data are published on our Website.

GHG Emissions

means emissions of the greenhouse gases listed at Annex A of the 1998 Kyoto Protocol to the United Nations Framework Convention on Climate Change (UNFCCC), as may be amended from time to time.

Infrastructure Body

means:

- a) a body which falls within the definition of ‘utility’ in Regulation 2 of the *Utilities Contracts Regulations 2006* or Regulation 2 of the *Utilities Contracts (Scotland) Regulations 2006*;
- b) a body which is a provider of a ‘Public Electronic Communications Network’ as defined in the General Conditions of Entitlement set by the Office of Communications under section 45 of the *Communications Act 2003*; or
- c) a body which operates a buried pipe-line or pipe-line network in Great Britain where, for the purposes of this paragraph c), ‘pipe-line’ has the meaning given to it in section 65 of the *Pipe-lines Act 1962*; or
- d) any other entity as may be agreed by us and Cabinet Office from time to time as being an infrastructure body, as published on our Website.

Initial Term

means the initial term of a Data Contract, as specified in either:

- a) its Order Confirmation; or
- b) (where the Data Contract is for Points of Interest) the Data Contract itself.

IPR

means intellectual property rights, including copyright, patent, trade mark, design right, database rights, trade secrets, know how, rights of confidence and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them.

Licence Fee

means the licence fee for Licensed Data calculated in accordance with Clause 7.

Licensed Data

means particular OS Data that is identified in and licensed to you under a Data Contract.

Licensed Use

means your permitted use of Licensed Data in accordance with Clause 5.2 as varied in respect of particular Licensed Data in the relevant Data Contract.

Login Details

means the unique identifiers assigned to you when you have entered into this Framework enabling access to the Online Ordering Service.

Online Ordering Service

means the service accessed by entering your Login Details where indicated on our Website.

Open Identifiers

means any TOIDS, UPRNs and USRNs contained in the Licensed Data.

Open Identifiers Policy

means the policy relating to Open Identifiers set out in the Website, as may be amended from time to time.

Order

means:

- a) an irrevocable offer made by you or on your behalf to be licensed for Licensed Data and which is submitted to us using either:
 - i) the Online Ordering Service; or

	ii) an Order Form; and
	b) Order Variations (where the context permits).
Order Confirmation	means the confirmation which we send to you by email following your submission of an Order submitted using the Online Ordering Service, which confirms:
	a) our acceptance of your Order; and
	b) the applicable Contract Details.
Order Form	means the form, available on our Website, entitled 'Order Form and Data Contract' which is signed and submitted in hard copy form by you to order for Points of Interest Data.
Order Variation	means an irrevocable offer made by you or on your behalf to vary (to the extent permitted under this Agreement) certain terms of a Data Contract, submitted to us, where applicable, as follows:
	a) via the Online Ordering Service; or
	b) where online facilities are not available, by contacting us via telephone or in writing.
OS Data	means Data (including Licensed Data) which we own or which we license from a third party (including the Crown).
Public Body	means:
	a) a body which falls within the definition of 'contracting authority' in Regulation 2(1) of the <i>Public Contracts Regulations 2015</i> or Regulation 2(1) of the <i>Public Contracts (Scotland) Regulations 2015</i> , excluding any Infrastructure Body; and/or
	b) a Council constituted pursuant to section 2 of the <i>Local Government etc. (Scotland) Act 1994</i> ; and/or
	c) any other entity as may be agreed by us and Cabinet Office from time to time as being a public body, as published on our Website,
	in each case excluding the Excluded Bodies.
Renewal Period	means a period of 1 year (unless we agree otherwise in writing).
RPIX	means the index of retail prices (all items excluding mortgage interest) published by the Office for National Statistics.
Specification	means (unless otherwise specified in the applicable Data Contract) the current specification of any Licensed Data on the date on which it is licensed to you in accordance with the Agreement, as published by us on our Website and as may be updated from time to time in accordance with Clause 8.
Standard Form Contractor Licence	means the suggested form of Contractor Licence available on our Website and applicable to the Agreement.
Style Guide	means the then current version of the style guide available on our Website including electronic artwork and requirements as to the use of Trade Marks and acknowledgements of copyright and database right ownership.
Terminal	means a laptop, PC, workstation or other equipment containing a screen on which the Licensed Data may be displayed or used, and which is internal or personal to you and/or your permitted Contractors.
TOID	means a Topographic Identifier, a 16 digit number that uniquely identifies every Feature.
Topographic Dataset	means any of the following Licensed Data:
	1:25 000 Scale Colour Raster
	1:50 000 Scale Colour Raster

OS MasterMap® Highways Network
OS MasterMap® Topography Layer
OS VectorMap® Local
OS VectorMap® Local Black and White Raster
OS VectorMap® Local Colour Raster
OS VectorMap® Local Colour Raster – Backdrop
OS Terrain® 5

excluding any IPR in such Licensed Data which we license from a third party.

Trade marks

means our trade marks (both registered and unregistered) specified in this Framework, the applicable Data Contract and/or the Style Guide.

Updates

means updates, revisions and modifications to Licensed Data that we may provide (or provide access to) from time to time.

UPRN

means a Unique Property Reference Number, a unique identifier for every addressable location in Great Britain.

USRN

means a Unique Street Reference Number, an 8 digit unique identifier for every street in Great Britain.

Website

means the website <http://www.os.uk> or such other website as we determine from time to time.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 words in the singular include the plural and vice versa;

1.2.2 references to:

- a) a Clause or an Appendix are to a Clause or Appendix of these terms and conditions; and
- b) a statute or statutory provision include any amendment, extension or re-enactment of such statute or provision.