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All datasets and derived products provided by MyPlanningMap are created with the kind permission of its suppliers. The data is not owned by you the customer but simply licensed for a given period of time according to the terms of the original supplier to whom copyright belongs.

For the avoidance of doubt the full licensing terms for each supplier are attached and the nature of the licence (including the number of years and users included) obtained is described in the receipt provided on ordering.

### Data Licence Agreement

All terms and conditions should be carefully read before using the data. Use of the data indicates your acceptance of all relevant terms and conditions. If you do not agree with them, you should promptly return the data and remove any copies from your system(s). On notification your money will be refunded.

### Understanding Licences

If, having read the licences, you require further details on their implications or on other licences which may be available to cover extended usage such as publishing then don't hesitate to contact us. Any information given at the aforementioned site is purely for assistance and in no way excludes you from any obligation to read and meet the terms in the relevant supplier licence document.

### Liability

Your use of the digital data provided by MyPlanningMap is at your own risk. Please read any warnings given about the limitations of the datasets. If the disk or file on which data is delivered to you is corrupt or is otherwise unusable then we will replace it provided that you contact us within one month of your licence purchase.

Except as stated above, MyPlanningMap gives no warranty as to the quality or accuracy of the data, the medium on which it is provided or its suitability for any use. Supplier licences should be consulted for any admission of or exclusion from liability on their part as the owners of the data. All implied conditions relating to the quality or suitability of the Data Set(s) and the medium, and all liabilities arising from the supply of the Data Set(s) (including any liability arising in negligence) are excluded to the fullest extent permitted by law.

Except as stated above, MyPlanningMap accepts no liability for any loss or damage which may be caused by the condition of the disk or file in which digital data is provided to you and you are expected to operate suitable anti-virus software before loading it into your computer system.

You are responsible for ensuring that the form of the information you have ordered is compatible with your computer system and any other data with which the information is to be used. With the exception of any other separate contractual undertakings, MyPlanningMap accepts no responsibility for maintenance or technical support.

### Supplier Specific Licences:

Schedule 1:   Ordnance Survey   [Standard Licensed Use]   [Ancillary Rights (Contractor)]



## SCHEDULE 1.1:

### Ordnance Survey: Standard Licensed Use

MYPLANNINGMAP Licensed Partner Licence No.: 100019980

#### 1 Licensed Use

1.1 The Customer's Licensed Use of Licensed Data is:

1.1.1 Business Use as set out in paragraph 2; and

1.1.2 Limited External Use as set out in paragraph 3.

#### 2 Business Use

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

2.2 Business Use does not entitle the Customer 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** the Customer's own business by generating a map which demonstrates one or more of the following:

- a) the location of the premises and static assets which the Customer owns, leases or manages;
- b) the location of a bespoke event organised by the Customer 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 the Customer's area of operation;

3.1.2 **to report** on the Customer's own business by including a map in:

- a) an annual report on the affairs of the Customer's 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 the Customer is subject in order to meet that regulatory body's requirements; and/or

3.1.3 **to include a map within any professional services** provided by the

Customer to its 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.

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 the Customer; 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 the Customer shall use its 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 the Customer 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 the Customer 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, the Customer 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, the Customer shall ensure that acknowledgements of copyright and database right ownership are included in a conspicuous position in all copies of the Licensed Data.



**SCHEDULE 1.2:**

**Ordnance Survey: Ancillary Rights to Customer’s Licensed Use**  
 MYPLANNINGMAP Licensed Partner Licence No.: 100019980

- 1 Customer Contractor Rights**

Customers may sublicense Licensed Data to Customer Contractors solely for the purpose of the Customer Contractor providing, or tendering to provide, the Customer with goods or services for the Customer’s Licensed Use. Customers are subject to and comply with the obligations set out in paragraphs 1.1 to 1.6.

  - 1.1 Number of Terminals**

Prior to providing Licensed Data to a Customer Contractor, a Customer shall:

    - 1.1.1 ensure that the number of Terminals licensed under its Customer Sub-licence is sufficient to account for the Customer’s own Licensed Use and the additional number of Terminals required by its Customer Contractor; or
    - 1.1.2 extend the number of Terminals licensed under the Customer Sub-licence to ensure compliance with 1.1.1 above.
  - 1.2 Digital Form**

If the Customer provides the Customer Contractor with Licensed Data in a digital form, the Customer shall ensure the Customer Contractor enters into a formal written agreement (before it has access to any Licensed Data) which contains provisions equivalent to those in and required by Clause 5.4.1 (a) to (f) of the Framework (which, for the avoidance of doubt shall include obligations in relation to copyright and database right acknowledgments equivalent to Clause 6.3 of the Framework).
  - 1.3 Sharing of Licensed Data between Customer Contractors**

Except in relation to Address Datasets, Points of Interest Data and Land-Form PROFILE Plus Data, the Customer may grant its Customer Contractors the right to supply and receive copies of Licensed Data in a digital form to and from other Customer Contractors provided that:

    - 1.3.1 both Customer Contractors are licensed by the Customer for the Licensed Data being supplied and/or received;
    - 1.3.2 the goods or services which each Customer Contractor is providing, or tendering to provide to the Customer shall each form part of a larger project or related series of works required by the Customer;
    - 1.3.3 a Customer Contractor uses copies of Licensed Data supplied by another Customer Contractor solely for the purpose of providing or tendering to provide goods or services to the Customer as part of the Customer’s Licensed Use;
    - 1.3.4 the use by a Customer Contractor of Licensed Data supplied by another Customer Contractor shall be governed by its agreement with the Customer, referred to in paragraph 1.2;
    - 1.3.5 a Customer Contractor shall not receive any direct or indirect payment, credit or money’s worth for the supply of the Licensed Data to another Customer Contractor; and
    - 1.3.6 a Customer Contractor shall, prior to supplying any Licensed Data to another Customer Contractor, obtain written confirmation from the Customer that (a) the other Customer Contractor is licensed by the Customer for the Licensed Data being supplied, and (b) the goods or services which each Customer Contractor is providing, or tendering to provide to the Customer each forms part of a larger project or related series of works required by the Customer.
  - 1.4 Paper Copies**

If the Customer provides the Customer Contractor with Licensed Data in paper form (referred to in this paragraph 1.4 and paragraph 1.5 as ‘**Paper Copies**’), the Customer shall not be required to enter into a formal written agreement with the Customer Contractor provided that the Customer ensures that:

    - 1.4.1 the Customer Contractor uses the Paper Copies solely for the purposes of providing, or tendering to provide, the Customer with goods or services for the Customer’s Licensed Use;
    - 1.4.2 the Paper Copies only cover an area that is proportionate to the amount of goods or services that the Customer Contractor is engaged to provide;
    - 1.4.3 the Customer 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;		Liability under Clause 5.7.3 of the Framework shall extend to and include acts and omissions of Customer Contractors.
1.4.4	the Customer Contractor destroys or returns to the Customer all such Paper Copies immediately upon: a) its completion of the tender or provision of goods or services referred to in paragraph 1.4.1; or b) expiry or termination of this Agreement or Contract, whichever is the sooner, and provides, at the Customer's request, a sworn statement by a duly authorized person that it no longer holds any such Paper Copies;	2	<b>Free to Use Data</b>
		2.1	<b>Licence for Free to Use Data</b> Subject to paragraphs 2.2 and 2.3 and you the Customers comply with the provisions of paragraphs 2.2 and 2.3, Customers are granted a non-exclusive, royalty-free, perpetual licence to use and sub-licence Intellectual Property Rights in Free to Use Data that are owned by us or delegated to us by the Controller of Her Majesty's Stationery Office.
1.4.5	neither the Customer nor the Customer Contractor shall receive any direct or indirect payment, credit or money's worth for the supply of Paper Copies; and	2.2	<b>Conditions of Free to Use Data</b> Notwithstanding anything within the Agreement to the contrary, the terms of the Agreement shall not apply to the Customer's and its sub-licensees' use of Free to Use Data, save for the following terms of this paragraph 2.2:
1.4.6	the Paper Copies are marked in accordance with Clause 6.3 of the Framework and contain a statement stipulating that the Customer Contractor is permitted to use the Paper Copies solely for the purpose of assisting it with the delivery to the Customer of the goods or services it is engaged to provide.	2.2.1	the licence granted in paragraph 2.1 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);
1.5	The Customer may permit its Customer Contractor to supply Paper Copies to any third party provided that the Customer Contractor ensures that:	2.2.2	subject to Clause 12.1 of the Framework, we shall have no liability in respect of the Customer's or any of the Customer's sublicensees' use of Free to Use Data and are 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); and
1.5.1	such third party is engaged to provide:	2.2.3	Customers must acknowledge the copyright and the source of the Free to Use Data by including the following attribution statement: 'Contains Ordnance Survey data © Crown copyright and database rights [year of issue]'. Customers shall include the same acknowledgement requirement in any sublicences of the Free to Use Data that they grant, and a requirement that any further sub-licences do the same.
a)	all or part of the works that the Customer Contractor is engaged to provide to the Customer (referred to in this paragraph 1.5.1 as the 'Works');	2.3	<b>Guidance on Free to Use Data</b> Where Customers are in any doubt as to whether or not something constitutes Free to Use Data, Customers shall consult us for guidance.
b)	part of a larger project (which also includes the Works); or		
c)	works which, together with the Works, are part of a series of works required by the Customer, and uses the Paper Copies solely for the purpose of providing a), b) or c) above to the Customer for the Customer's Licensed Use;		
1.5.2	such third party agrees to comply with terms no less onerous than those set out in paragraphs 1.4.1 to 1.4.6 with respect to its use of Paper Copies under paragraph 1.5.1 above. For the purposes of this paragraph, references in paragraphs 1.4.1 to 1.4.6 to:		
a)	'Customer' shall mean 'Customer Contractor';		
b)	'Customer Contractor' shall mean the third party to whom Paper Copies are supplied under this paragraph; and		
c)	'Agreement or Contract' shall mean the licence between the Customer and its Customer Contractor.		
1.6	<b>Liability for Customer Contractors</b>	3	<b>Customer Data</b>

Where a Customer creates Data using or in conjunction with Licensed Data, and such Data:

- 3.1 does not incorporate or infringe any Intellectual Property Rights in the Licensed Data; and
- 3.2 can be used independently of the Licensed Data, such Data shall not be subject to the terms of this Agreement or the Customer's Sub-licence. Examples of Data that this paragraph applies to may be found on our Website.

#### 4 Public Data Sharing

Where Customers receive any Licensed Data (which, for the avoidance of doubt, includes any of our Intellectual Property Rights in any Data created using Licensed Data) from Public Bodies Customers may be licensed for such Licensed Data provided that:

- 4.1 the Customer and the Public Body are licensed for the same area of coverage of the same Licensed Data being supplied by the Public Body;
- 4.2 the licence to such Licensed Data which you the Customer are granted shall be as set out in and subject to the terms of this Contract;
- 4.3 the Customer shall maintain a written record of:
  - 4.3.1 the names and addresses of Public Bodies from whom the Customer has received Licensed Data;
  - 4.3.2 the Licensed Data which was received by the Customer from the Public Body; and
  - 4.3.3 when the Licensed Data was received by the Customer from the Public Body;
- 4.4 you shall:
  - 4.4.1 require Customers to retain the written records referred to in paragraph 4.3 for such time as Customers continue to use such Licensed Data or retain an archive of it in accordance with paragraph 5;
  - 4.4.2 require Customers to provide the provider/us with a copy of such Licensed Data and the written record maintained by the Customer in accordance with paragraph 4.3 upon written request being made by you and/or us; and
  - 4.4.3 reserve third party rights for Ordnance Survey to directly enforce the relevant clauses of the Customer Sub-licence which reflect paragraphs 4.3 and 4.4;
- 4.5 subject to Clause 12.1 of the Framework, we shall have no obligation or liability to Customers in respect of the Licensed Data

received by a Customer from a Public Body; and

- 4.6 for the avoidance of doubt, save where expressly permitted under the Agreement, this Agreement does not entitle Customers to be licensed to receive and/or use Licensed Data from any other third party.

#### 5 Archive Rights

Customers are permitted to retain (and, save in relation to Address Datasets, to permit their Customer Contractors to retain) the Licensed Data after termination of their Sub-licence in accordance with and subject to Clause 10.7.2 of the Framework.