

Output Areas - License

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BEFORE YOU MAKE ANY USE OF THIS DATA, YOU MUST CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENCE. BY ACCESSING THE DATA YOU WILL BE DEEMED TO BE BOUND BY THE TERMS OF THIS LICENCE. IF YOU DO NOT WISH TO BE BOUND THEN YOU MUST RETURN THE DATA TO US.

1. Licence

We grant you a non-exclusive non-transferable licence to copy and use the data which is derived from Ordnance Survey Data ("OA Data") in accordance with the terms of this licence agreement.

You may only use the OA Data for Standard Licensed Use and in accordance with the terms of the attached terms (see ANNEX A - Standard Licensed Use) which you must read and accept.

2. Intellectual Property Rights

Intellectual property rights in the OA Data are owned by the Crown and us. You shall not have any rights or interests in the OA Data other than as described in this licence.

You must ensure that you protect and do not interfere with any trade names and trade marks that are in or accompany the OA Data.

All copies of the OA Data in whatever form must contain the following acknowledgement "Source: 2001 Census, Output Area Boundaries. Crown copyright 2003. Crown copyright material is reproduced with the permission of the Controller of HMSO".

3. Restrictions

You must not sub-license, lend, transfer or otherwise dispose of the OA Data or this licence, except that you may make available to a third party who has also entered into a licence relating to the OA Data copies of the OA Data overlaid with your own Data as permitted by this licence.

You must not modify, alter, decompile, reverse engineer, or disassemble the OA Data beyond that which is necessary to allow the use of the OA Data within your system. This shall not prevent you from overlaying your data on the OA Data or the construction of higher level aggregate polygons derived from the OA data.

Furthermore, we both agree that Ordnance Survey shall benefit from the Contracts (Rights of Third Parties) Act 1999 so that Ordnance Survey can enforce its rights directly against you.

4. PROMISES

WE PROMISE THAT WE HAVE THE POWER TO GRANT THIS LICENCE. HOWEVER, YOU ACKNOWLEDGE THAT THE OA DATA HAS NOT BEEN PREPARED TO MEET YOUR INDIVIDUAL REQUIREMENTS AND THEREFORE IT IS PROVIDED TO YOU ON AN 'AS IS' BASIS. IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE OA DATA IS FIT FOR YOUR INTENDED USE. TO THE FULLEST EXTENT PERMITTED BY LAW WE EXCLUDE ANY CONDITIONS OR TERMS THAT MAY BE IMPLIED BY LAW. WE SHALL NOT IN ANY EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL LOSSES OR FOR LOSS OF OA DATA, LOSS OF PROFITS, LOSS OF OR INTERRUPTION TO BUSINESS WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR OTHERWISE. WE DO NOT ATTEMPT TO EXCLUDE ANY LIABILITY THAT CANNOT BE EXCLUDED.

5. Term

You are licensed to use the OA Data until 3rd February 2013 unless this licence is terminated earlier in accordance with paragraph 6 below.

6. Terminate

We may terminate this licence at any time if any of the following events arises:

- You breach any of the terms of this licence;
- You become insolvent or bankrupt or cease to do business.

In the event of termination of this licence, you shall cease to use the OA Data and if we request, you shall immediately either return or destroy the OA Data. You will provide us with written confirmation of the action you have taken.

7. Law

This will be governed by and construed in accordance with English law and both parties accept the exclusive jurisdiction of the English courts. If any part of this licence is held to be invalid, unenforceable, or illegal, we both agree that the remainder of the licence will stand.

8. Trade marks

Ordnance Survey and the OS symbol are registered trade marks of Ordnance Survey, the national mapping agency of Great Britain.

ANNEX A Standard Licensed Use

- **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 other 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 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 Body 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:
 - Gas companies
 - Electricity companies
 - Water companies
 - Cable operators
 - Oil companies
 - 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

Internal Business Use means the use of Ordnance Survey Data as set out in Section 2.1 below.

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 1250 cm².

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 or organisation.
- 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 or organisation (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 administration and running of the Customer's business or organisation and the Customer shall advise such third parties 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 Contractor Licence. 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;
 - 2.2.5 within 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 form, 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; and
- d) the use to which such clients shall put the Ordnance Survey Data shall be personal (in the case of a consumer client) or for the administration and operation of its business (in the case of a business client); and

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 (save to the extent such associated undertaking is acting as a contractor or agent providing services pursuant to Section 2.2.3 or is a client for professional services pursuant to Section 2.2.5); 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; or

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 services or 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 by Ordnance Survey. 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.

4 Statutory use

- 4.1 For the purpose of Section 4 of this Schedule:
- 4.1.1 **Statutory Obligation** means an expressly 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 on 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.