

## Full Utility Search – Scope Of Service

- To obtain utility record plans of the existing infrastructure at the proposed search area (C2 under NRSWA, Quality Level D (QL-D) under BSI's PAS 128:2014 Specification for Underground Utility Detection, Verification and Location).
- Virgin Media and Vodafone are optional.
- The Council option includes Apogee attempting to obtain information on council owned and operated plant in your defined area. A lot of councils do not respond to requests for plant information and we will use reasonable endeavours to obtain the information from them. We end our endeavours after a period of 20 working days and deem the report complete with no response received, if that is the case.
- Collating utility responses in relation to existing plant and issuing as a single package in pdf format via email/file transfer.
- The report will be issued at the timescale selected on the Fee Proposal & Acceptance or the Apogee Property website or agreed on our fee proposal (after 24hrs or 5/10/15/20 working days). Outstanding utility responses will be provided in subsequent issues of the report until all are received.
- CD copy available on request and attracts an additional. Hard copy reports attract an additional charge.
- The Utilities to be contacted are detailed in the Apogee Standard Contacts Schedule.

## Supplementary Terms

### Information

The provision of utility record plans is based on information provided by the client and information provided by the utility and service organisations about their plant and network. The pack will be based on desk research only.

### Existing Plant

The quality and accuracy of information provided by utilities about their existing plant is indicative and no warranty is made as to its accuracy. Therefore, any utility record plan and/or marked up drawings provided by each utility must only be used as a guide and the actual location of plant should be verified by CAT Scan or trial holes before construction works commence.

### Liability

Apogee Property & Utility Consultants Ltd will take all reasonable steps to obtain the most robust information but shall accept no liability for the accuracy of such information or report and in addition to any limitation of liability under its standard terms and conditions, shall not be liable for any action taken in reliance on the information or any report.

### Disbursements

Actual disbursements levied by Utility Companies (estimated or optional) will be invoiced by Apogee Property & Utility Consultants Ltd.

**The services are provided subject to these Supplementary Terms and our Standard Terms & Conditions**

## Basic Utility Search – Scope Of Service.

- To obtain utility record plans of the existing infrastructure at the proposed search area including *only* the relevant water and drainage company, gas and electricity (including the IGTS and IDNOs), BT and Linesearch.
- Virgin Media and Vodafone are optional, no other Telecoms operators are included.
- GTT (Vtesse) & NEOS – we do not search GTT & NEOS as part of our Basic service.
- Collating utility responses in relation to existing plant and issuing as a single package in pdf format via email/file transfer.
- The report will be issued at the timescale selected on the Fee Proposal & Acceptance or the Apogee Property website or agreed on our fee proposal (after 24hrs or 5/10/15/20 working days). Outstanding utility responses will be provided in subsequent issues of the report until all are received.
- CD and Hard copy reports are available on request and can attract an additional charge.
- The Utilities to be contacted are detailed in the Apogee Standard Contacts Schedule which is available in some circumstances on request but does in the case of some utilities vary depending on the geographic location of the site.

## Supplementary Terms

### Information

The provision of utility record plans is based on information provided by the client and information provided by the utility and service organisations about their plant and network. The pack will be based on desk research only.

### Existing Plant

The quality and accuracy of information provided by utilities about their existing plant is indicative and no warranty is made as to its accuracy. Therefore, any utility record plan and/or marked up drawings provided by each utility must only be used as a guide and the actual location of plant should be verified by CAT Scan or trial holes before construction works commence.

### Liability

Apogee Property & Utility Consultants Ltd will take all reasonable steps to obtain the most robust information but shall accept no liability for the accuracy of such information or report and in addition to any limitation of liability under its standard terms and conditions, shall not be liable for any action taken in reliance on the information or any report.

### Disbursements

Actual disbursements levied by Utility Companies (estimated or optional) will be invoiced by Apogee Property & Utility Consultants Ltd.

**The services are provided subject to these Supplementary Terms and our Standard Terms & Conditions.**

## Top Up Utility Search – Scope Of Service

- To obtain utility record plans of the existing infrastructure at the proposed search area including only the remainder of the utilities not search when a client has pre-purchased (within 90 days) a Basic Search.
- Virgin Media and Vodafone are optional.
- GTT (Vtesse) & NEOS – we do not search GTT & NEOS as standard as their charge is disproportionate to the risk of not making an enquiry, given that they are a fibre operator and only present in less than 1% of enquiries. They will, however, be searched if the client makes a request to do so and their costs added to the Fee Proposal.
- Collating utility responses in relation to existing plant and issuing as a single package in pdf format via email/file transfer.
- The report will be issued at the timescale selected on the Fee Proposal & Acceptance or the Apogee Property website or agreed on our fee proposal (after 10/20 working days). Outstanding utility responses will be provided in subsequent issues of the report until all are received.
- CD and Hard copy reports are available on request and can attract an additional charge.
- The Utilities to be contacted are detailed in the Apogee Standard Contacts Schedule which is available in some circumstances on request but does in the case of some utilities vary depending on the geographic location of the site.

## Supplementary Terms

### Information

The provision of utility record plans is based on information provided by the client and information provided by the utility and service organisations about their plant and network. The pack will be based on desk research only.

### Existing Plant

The quality and accuracy of information provided by utilities about their existing plant is indicative and no warranty is made as to its accuracy. Therefore, any utility record plan and/or marked up drawings provided by each utility must only be used as a guide and the actual location of plant should be verified by CAT Scan or trial holes before construction works commence.

### Liability

Apogee Property & Utility Consultants Ltd will take all reasonable steps to obtain the most robust information but shall accept no liability for the accuracy of such information or report and in addition to any limitation of liability under its standard terms and conditions, shall not be liable for any action taken in reliance on the information or any report.

### Disbursements

Actual disbursements levied by Utility Companies (estimated or optional) will be invoiced by Apogee Property & Utility Consultants Ltd.

**The services are provided subject to these Supplementary Terms and our Standard Terms & Conditions.**

## **C2 Feasibility Report – Scope Of Service.**

- Using the results of an Apogee Utility Search.
- To review the client's full scheme drawings and identify potential for conflict with existing utility plant.
- Produce Conflict Matrix.
- Range / guideline costings where possible.
- Guideline timescales for utility remediation.
- Cost saving advice.
- Advice on how to approach discovery tendering in accordance with HSG47 and PAS 128 (however for a full CDM risk assessment - see alternative Apogee Report – CDM Risk Assessment (PAS128 Pathway).
- Legal commentary where appropriate.
- The report will be issued at the timescale selected on the Fee Proposal & Acceptance or the Apogee Property website or agreed on our fee proposal (after 15 working days). Report to be issued as a single package in pdf format via email/file transfer.
- CD and Hard copy reports are available on request and can attract an additional charge.

N.B. We are sorry, but we are not prepared to offer this service to any clients who present one of our competitor's search reports.

## **Supplementary Terms**

### **Information**

The provision of utility record plans is based on information provided by the client and information provided by the utility and service organisations about their plant and network. The pack will be based on desk research only.

### **Existing Plant**

The quality and accuracy of information provided by utilities about their existing plant is indicative and no warranty is made as to its accuracy. Therefore, any utility record plan and/or marked up drawings provided by each utility must only be used as a guide and the actual location of plant should be verified by CAT Scan or trial holes before construction works commence.

### **Liability**

Apogee Property & Utility Consultants Ltd will take all reasonable steps to obtain the most robust information but shall accept no liability for the accuracy of such information or report and in addition to any limitation of liability under its standard terms and conditions, shall not be liable for any action taken in reliance on the information or any report.

### **Disbursements**

Actual disbursements levied by Utility Companies (estimated or optional) will be invoiced by Apogee Property & Utility Consultants Ltd.

**The services are provided subject to these Supplementary Terms and our Standard Terms & Conditions.**

# CDM Risk Assessment – PAS 128 Pathway Report - Scope of Service

- Using the results of an Apogee Utility Search.
- Compile CDM Risk Assessment to include Risk Classification, ALARP assessment, Severity and Likelihood designations.
- Compile PAS 128 tendering with regards to non-intrusive and, where necessary, intrusive survey guidance.
- The report will be issued at the timescale selected on the Fee Proposal & Acceptance or the Apogee Property website or agreed on our fee proposal (after 25 working days). Report to be issued as a single package in pdf format via email/file transfer.
- CD and Hard copy reports are available on request and can attract an additional charge.

N.B. We are sorry, but we are not prepared to offer this service to any clients who present one of our competitors search reports.

## Supplementary Terms

### Information

The provision of utility record plans is based on information provided by the client and information provided by the utility and service organisations about their plant and network. The pack will be based on desk research only.

### Existing Plant

The quality and accuracy of information provided by utilities about their existing plant is indicative and no warranty is made as to its accuracy. Therefore, any utility record plan and/or marked up drawings provided by each utility must only be used as a guide and the actual location of plant should be verified by CAT Scan or trial holes before construction works commence.

### Liability

Apogee Property & Utility Consultants Ltd will take all reasonable steps to obtain the most robust information but shall accept no liability for the accuracy of such information or report and in addition to any limitation of liability under its standard terms and conditions, shall not be liable for any action taken in reliance on the information or any report.

### Disbursements

Actual disbursements levied by Utility Companies (estimated or optional) will be invoiced by Apogee Property & Utility Consultants Ltd.

**The services are provided subject to these Supplementary Terms and our Standard Terms & Conditions.**

## Full Site Investigation Report – Scope Of Service.

- Obtaining an Apogee Full Utility Records Search.
- To review the client's full scheme drawings and identify potential for conflict with existing utility plant including one site visit.
- Application for Point of Connections for gas, water and electricity supplies including budget costs for connections, diversions reinforcement works (if any).
- Produce Conflict Matrix.
- Guideline timescales for utility remediation.
- Cost saving advice.
- Program advice.
- Advice on how to approach discovery tendering in accordance with HSG47 and PAS 128 (however for a full CDM risk assessment - see alternative Apogee Report – CDM Risk Assessment (PAS128 Pathway)).
- Legal (including Wayleave and permissions) commentary where appropriate.
  
- The report will be issued at the timescale selected on the Fee Proposal & Acceptance or the Apogee Property website or agreed on our fee proposal (after 40 - 60 working days). Report to be issued as a single package in pdf format via email/file transfer.
  
- CD and Hard copy reports are available on request and can attract an additional charge.

N.B. We are sorry, but we are not prepared to offer this service to any clients who present one of our competitor's search reports.

Client to pay any statutory authority design and costing charges levied by the utility companies directly. Where the client requires Apogee to pay these costs then Apogee levies a 10% surcharge to cover administration costs and payment risk.

### Supplementary Terms Information

The provision of utility record plans is based on information provided by the client and information provided by the utility and service organisations about their plant and network. The pack will be based on desk research only.

### Existing Plant

The quality and accuracy of information provided by utilities about their existing plant is indicative and no warranty is made as to its accuracy. Therefore, any utility record plan and/or marked up drawings provided by each utility must only be used as a guide and the actual location of plant should be verified by CAT Scan or trial holes before construction works commence.

### Liability

Apogee Property & Utility Consultants Ltd will take all reasonable steps to obtain the most robust information but shall accept no liability for the accuracy of such information or report and in addition to any limitation of liability under its standard terms and conditions, shall not be liable for any action taken in reliance on the information or any report.

### Disbursements

Actual disbursements levied by Utility Companies (estimated or optional) will be invoiced by Apogee Property & Utility Consultants Ltd.

**The services are provided subject to these Supplementary Terms and our Standard Terms & Conditions.**

## Fastview Combined Utility Plan – Scope of Service

- To undertake georectifying and optionally digitising of utility mapping from statutory undertaker's responses contained in either a Full or Basic utility search.
- Processing of base OS MasterMap Topographic Layer into cad format.
- Product options:
  - 1) Georeferenced only – included in interactive layered .pdf and combined CAD plan
  - 2) Georeferenced and Digitised Line drawing (only) Tracing and Transposing the utility information contained in the response. Production of combined CAD and .pdf interactive layered plan output
 Full information transposition of all the utility plant information contained in the response can be priced on application.
- The base fee covers up to 6 affected utilities to include:
  - Regional Gas Distribution Networks operators
  - Regional Electricity Distribution Networks operators
  - Water suppliers
  - Sewer operators
  - BT OpenReach
  - Virgin Media
 All additional utilities (e.g. IDNOs) affected will be charged at £25 + VAT per utility layer and those additional costs will be confirmed to the client for approval prior to the costs being incurred. For the avoidance of doubt the turnaround time for any client approval to additional costs will be added to the turnaround time for production.
- The digitised area (and OS MasterMap coverage included) shall be the site area and a buffer set according to a pre-defined area differentiation for super-urban, urban/suburban and rural.
 

○ Super-urban	10m
○ Urban/Suburban	15m
○ Rural	25m
- The cost of the base OS MasterMap will be charged as an additional cost disbursement where it is not supplied by the client. Where the mapping is supplied it must be appropriately licensed and supplied with a valid OS licence number. Any delay in supplying the licence number will be added to the turnaround time for production.
- Issuing the plan package in pdf and CAD format (other formats like .dxf, .dgn and .shp are available and may incur a small additional charge) via email/file transfer.
- The plan will be issued at the timescale selected on the Fee Proposal & Acceptance or the Apogee Property website or agreed on our fee proposal (after 5 or 10 working days subsequent to the compiled report release).
- CD copy available on request and attracts an additional. Hard copy reports attract an additional charge.

### Supplementary Terms

**Information:** The provision of utility record plans is based on information provided by the client and information provided by the utility and service organisations about their plant and network. The pack will be based on desk research only

**Existing Plant:** The quality and accuracy of information provided by utilities about their existing plant is indicative and no warranty is made as to its accuracy. Therefore, any utility record plan and/or marked up drawings provided by each utility must only be used as a guide and the actual location of plant should be verified by CAT Scan or trial holes before construction works commence

**Liability:** The Supplier and the Distributor will take all reasonable steps to obtain the most robust information and shall use reasonable skill and care in the production of any plans but shall accept no liability for the accuracy of such information or report and in addition to any limitation of liability under its standard terms and conditions and shall not be liable for any action taken in reliance on the information or any report.

The services are provided subject to these Supplementary Terms and our Standard Terms & Conditions

The following fee condition also apply:

- sites up to 25Ha or 1km in length are priced here. Additional pricing is available on request as per schedule 4

- up to 6 regional distribution utilities are included (as per Schedule 1) with additional utilities (notably IDNOs) incurring a further £25 + VAT each.

- timescales are working days and are from the point of order subject to the raw utility search being provided as available and with most key utilities being available from the 5<sup>th</sup> working day.

- the product will include all available applicable responses at the time of publication. A further version shall be released should any remaining core 6 utilities be received subsequent to the quoted delivery time. Any additional releases requested shall incur a fee of £50 + VAT per release

- Super-Urban / Urban / Suburban / Rural classifications are based on a pre-defined dataset reflecting building density to be supplied by the distributor and agreed by the Supplier.

- The fees charged by the supplier to distributor are:

N.B. all fees are plus VAT and are for sites up to 25Ha or 1km in length

All speeds are working days (the first working day the day of order if ordered before 12pm)



## **Additional Terms for the Use and Provision of Georeferenced, Digitised and CAD Deliverables.**

### Apogee Property & Utility Consultants Limited (Apogee) - END USER LICENCE AGREEMENT

This is a legal agreement between you and Laser Surveys Limited ("Apogee"). The data provided by Apogee, and other associated information provided by Apogee ("Information") are provided by and are the copyrighted property of Apogee and/or its licensors. By accessing the information, you agree to these terms and Apogee grants you a non-exclusive, non-transferable license to use the Information, as further set forth below.

1. **SCOPE OF USE:** You agree to use Information for solely personal use, and not for resale purposes nor for service bureau, time-sharing or other similar purposes unless explicitly permitted in writing by Apogee to do so.

2. **RESTRICTIONS:** Except for where required to complete the design process (and never applying a cost to sharing) then without limiting the foregoing, you may not (a) sublicense, transfer, assign, rent, lease, publish or otherwise convey the Information, or any right with respect thereto, to any Third Party unless such party is conducting or performing work strictly on your behalf for a limited time; (b) disassemble, decompile or otherwise reverse engineer all or any portion of the Information; (c) remove from the Information, or alter, any of the trademarks, trade names, logos, patent or copyright notices or other proprietary notices or markings, or add any other notices or markings to the Information.

3. **OWNERSHIP:** The Information is licensed, not sold, and you agree that the Information, and all intellectual property and proprietary rights therein are owned by Apogee and /or its licensors. Apogee and/or its licensors reserves title and all right and interests in and to the Information not expressly granted to You in Section 1 (License Grant), including without limitation all patent rights, copyrights, trademarks, trade names, trade secrets and other intellectual property and proprietary rights. All rights not expressly granted are reserved by Apogee.

4. **COPYRIGHT:** The Information is the copyrighted property of Apogee and/or its licensors. You agree not to remove any copyright, trademark or other notices provided with the Information.

5. **NO WARRANTY:** Whilst all reasonable skill and care is applied to producing the product, all Information is provided to you "as is" and you agree to use it at your own risk. Apogee and its licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, regarding the Information, including but not limited to, warranties of title, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from Information, or that the Information will be error-free.

6. **DISCLAIMER OF WARRANTY:** APOGEE AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to you.

7. **DISCLAIMER OF LIABILITY:** APOGEE AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE INFORMATION; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT

OF YOUR USE OF OR INABILITY TO USE THE INFORMATION, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF APOGEE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to you.

8. ENTIRE AGREEMENT: These terms and conditions constitute the entire agreement between Apogee (and its licensors, including their licensors and suppliers) and you pertaining to the subject matter hereof, and supersedes in its entirety any and all written or oral agreements previously existing between us with respect to such subject matter.

9. GOVERNING LAW: The above terms and conditions shall be governed by the laws of England. You agree to submit to binding arbitration in England, pursuant to the for any and all disputes, claims and actions arising from or in connection with the Information provided to you hereunder.

The following list pricing applies subject to these conditions:

- all fees are plus VAT
- sites up to 25Ha or 1km in length are priced here. Additional pricing is available on request as per schedule 4
- up to 6 regional distribution utilities are included (as per Schedule 1) with additional utilities (notably IDNOs) incurring a further £25 + VAT each.
- timescales are working days and are from the point of order subject to the raw utility search being provided as available and with most key utilities being available from the 5<sup>th</sup> working day.
- the product will include all available applicable responses at the time of publication. A further version shall be released should any remaining core 6 utilities be received subsequent to the quoted delivery time. Any additional releases requested shall incur a fee of £50 + VAT per release
- Super-Urban / Urban / Suburban / Rural classifications are based on a pre-defined dataset reflecting building density to be supplied by the distributor and agreed by the Supplier.
- The fees charged by the supplier to distributor are:

N.B. all fees are plus VAT and are for sites up to 25Ha or 1km in length

All speeds are working days (the first working day the day of order if ordered before 12pm)



## Capacity Check & Point of Connection (POC) Determination – Scope Of Service.

- Obtaining an Apogee Full Utility Records Search.
- To review the client's full scheme drawings and identify potential for conflict with existing utility plant.
- Obtain client's loading requirements and site requirement details as required (from CON001).
- Application for Point of Connections for gas, water and electricity supplies including engaging the utility on capacity levels and any costs for reinforcement.
- Cost saving advice.
- Program advice.
- Legal (including Wayleave and permissions) commentary where appropriate.
  
- The report will be issued at the timescale selected on the Fee Proposal & Acceptance or the Apogee Property website or agreed on our fee proposal (after 20 - 30 working days). Report to be issued as a single package in pdf format via email/file transfer.
  
- CD and Hard copy reports are available on request and can attract an additional charge.

N.B. We are sorry, but we are not prepared to offer this service to any clients who present one of our competitor's search reports.

It is important to understand that utility network capacities are fluid environments and that development activity can affect a network capacity at any time. Clients should think carefully at what point they make a POC and Capacity check application and of how long they rely on that information.

Client to pay any statutory authority design and costing charges levied by the utility companies directly. Where the client requires Apogee to pay these costs then Apogee levies a 10% surcharge to cover administration costs and payment risk.

### Supplementary Terms

#### Information

The provision of utility record plans is based on information provided by the client and information provided by the utility and service organisations about their plant and network. The pack will be based on desk research only.

#### Existing Plant

The quality and accuracy of information provided by utilities about their existing plant is indicative and no warranty is made as to its accuracy. Therefore, any utility record plan and/or marked up drawings provided by each utility must only be used as a guide and the actual location of plant should be verified by CAT Scan or trial holes before construction works commence.

#### Liability

Apogee Property & Utility Consultants Ltd will take all reasonable steps to obtain the most robust information but shall accept no liability for the accuracy of such information or report and in addition to any limitation of liability under its standard terms and conditions, shall not be liable for any action taken in reliance on the information or any report.

#### Disbursements

Actual disbursements levied by Utility Companies (estimated or optional) will be invoiced by Apogee Property & Utility Consultants Ltd.

**The services are provided subject to these Supplementary Terms and our Standard Terms & Conditions.**

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# Apogee supplies OS Mastermap Mapping under the following: Licensing terms for data products supplied through our service

All datasets and derived products provided by Apogee are created with the kind permission of it's 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 a range of information is available on request. 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 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, Apogee 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, Apogee 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, Apogee accepts no responsibility for maintenance or technical support.

## Supplier Specific Licences:

[Schedule 1:](#) [Ordnance Survey](#) [\[Standard Licensed Use\]](#) [\[Infrastructure Body\]](#) [\[Public Body\]](#)  
[\[Ancillary Rights \(Contractor\)\]](#) [\[Dataset Specific Terms\]](#)

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## SCHEDULE 1.1: Ordnance Survey: Standard Licensed Use

### 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.

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## SCHEDULE 1.2: Ordnance Survey: Infrastructure Body Licensed Use

- 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 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 the Customer is 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 the Customer shall maintain a written record of its Statutory Use and upon our or your written request shall provide a copy of that written record to us; and 2.2.3 the Customer 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 Intellectual Property Rights 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 the Customer 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 the Customer shall obtain written confirmation from the Sharing Party to whom it is supplying Licensed Data that the Sharing Party is licensed for Business Use or Public Sector Use as set out in Appendix 3, for the same area of coverage of the same Licensed Data being supplied;
- 3.2.4 the use of the Licensed Data received by the Customer from an Infrastructure Body shall be governed by the Customer's Sub-licence for that Licensed Data;
- 3.2.5 the Customer shall maintain a written record of:
- a) the names and addresses of Sharing Parties from whom it has received or to whom it has supplied Licensed Data;
- b) the Licensed Data which was received by it from and/or supplied by it to the Sharing Parties; and
- c) when the Licensed Data was received by it from and/or supplied by it to the Sharing Parties,  
and upon our written request it shall provide a copy of that written record to us;
- 3.2.6 the Customer 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 the Customer 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, the Customer shall comply with Clause 6.3 of the Framework.

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## SCHEDULE 1.3: Ordnance Survey: Public Body Licensed Use

- 1 Licensed Use**
- 1.1 The Customer's Licensed Use of Licensed Data is:
- 1.2 Business Use (as set out in paragraph 2 of Appendix 1); and
- 1.3 Public Sector Use as set out in paragraph 3.
- 2 Definitions**
- 2.1 In this Appendix 3:
- 2.1.1 **Commercial Activity** means any activity which involves or is intended to involve Financial Gain;
- 2.1.2 **Competing Activity** means where the Customer is using Licensed Data under this Licence in an activity which:
- a) competes with an activity of a third party that is licensed for Licensed Data;
- b) is reasonably likely to compete with an activity of a third party that is licensed or to be licensed for Licensed Data; or
- c) competes with or substitutes or is reasonably likely to compete with or substitute any of our products and/or services (such products and/or services to be notified by us to you and/or Customers from time to time).
- 2.1.3 **Core Business** means any public sector activity in central and local government and health services, excluding Commercial Activities and/or Competing Activities.
- 2.1.4 **End User** means a person entering into an End User Licence with a Customer licensed under this Appendix 3.
- 2.1.5 **End User Licence** means the Public Sector End User Licence Agreement available on our Website (the term of which shall not exceed the term of the Customer's Sub-licence for Licensed Data).
- 2.1.6 **End User Purpose** means a specific project or activity required to deliver or support the delivery of Core Business by a Customer and that has been specified in and which is permitted by the End User Licence.
- 2.1.7 **Financial Gain** means any revenue or credit received which exceeds the Customer's incremental costs of supplying or making available to a recipient any copy of any Licensed Data. Financial Gain does not include any receipts from Statutory Charges.
- 2.1.8 **Royal Mail Data** means data or Intellectual Property Rights owned by Royal Mail Group Limited or Royal Mail Group plc (or which Royal Mail Group Limited or Royal Mail Group plc licenses from a third party), which are incorporated in any of the Licensed Data.
- 2.1.9 **Statutory Charge** means charges which a Customer is expressly permitted to charge pursuant to 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 a Customer is subject.
- 2.2 For the avoidance of doubt, references to Licensed Data in paragraphs 3, 4 and 5 shall include Data created using Licensed Data, to the extent that the Data created incorporates Intellectual Property Rights owned by us or delegated to us by the Controller of Her Majesty's Stationery Office, provided that this paragraph is subject to paragraph 2.3.
- 2.3 Where paragraphs 3.2.3 and 6.1.2 refer to Licensed Data, such reference is limited to Data created using Licensed Data to the extent that the Data created incorporates Intellectual Property Rights owned by us or delegated to us by the Controller of Her Majesty's Stationery Office.
- 3 Public Sector Use**
- 3.1 Public Sector Use is the use of Licensed Data to support delivery of or to deliver a Customer's Core Business.
- 3.2 Public Sector Use does not entitle a Customer to make available or to provide Licensed Data to third parties, save as follows:
- 3.2.1 in accordance with the Public Sector Data Sharing provisions in paragraph 4;
- 3.2.2 in accordance with the End User Licensing provisions in paragraph 5; and
- 3.2.3 where a Customer makes Licensed Data (specifically excluding Royal Mail Data or Points of Interest Data) available for public viewing (whether by way of the internet or



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otherwise), in either hard copy form and/or as a raster file, or as a copy protected vector file, where such display forms part of a Customer's Core Business and the Customer complies with the obligations in paragraph 6.

#### **4 Public Sector Data Sharing**

4.1 Public Sector Data Sharing is the supply to any third party (including Infrastructure Bodies and Public Bodies) and receipt from Infrastructure Bodies of copies of any Licensed Data.

4.2 Public Sector Data Sharing is subject to the following conditions:

4.2.1 **Sharing Party** means the third party to whom Licensed Data is supplied or Infrastructure Body from whom Licensed Data is received pursuant to this paragraph 4;

4.2.2 both the Customer 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;

4.2.3 the Customer shall obtain written confirmation from the third party to whom the Customer is supplying Licensed Data that the third party is licensed for Business Use or Public Sector Use for the same area of coverage of the same Licensed Data being supplied;

4.2.4 the use of the Licensed Data received by the Customer from an Infrastructure Body shall be governed by the terms of the Customer's Sub-licence;

4.2.5 the supply by the Customer to a third party is to support delivery of or to deliver the Customer's Core Business;

4.2.6 the Customer shall maintain a written record of:

- a) the names and addresses of Sharing Parties from whom it has received or to whom it has supplied Licensed Data;
- b) the Licensed Data which was received by it from and/or supplied by it to the Sharing Parties; and
- c) when the Licensed Data was received by it from and/or supplied by it to the Sharing Parties, and upon our written request it shall provide a copy of that written record to us; and

4.2.7 subject to Clause 12.1 of the Framework, we shall have no liability to the Customer or the Sharing Party in respect of the Licensed Data received from and/or supplied to a Sharing Party.

#### **5 End User Licensing**

5.1 End User Licensing is the supply by the Customer of copies of Licensed Data (specifically excluding Royal Mail Data and Points of Interest Data) to an End User which has entered into and adheres to the terms of an End User Licence for the End User Purpose.

5.2 Prior to providing Licensed Data to an End User, a Customer shall:

5.2.1 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 End Users; or

5.2.2 extend the number of Terminals licensed under the Customer Sub-licence to ensure compliance with 5.2.1 above.

5.3 In making Licensed Data available under this paragraph 5, the Customer shall comply with paragraph 6.1.2(d).

#### **6 Customer Obligations**

6.1 In addition to the other Customer obligations set out in the Framework and this Contract, the Customer shall ensure that:

6.1.1 for the avoidance of doubt, copyright, database right and trade mark acknowledgements (in accordance with Clause 6 of the Framework) are included on the Licensed Data and on any copies the Customer or End User produces;

6.1.2 where the Customer makes Licensed Data publicly available in accordance with paragraph 3.2.3 above:

- a) in relation to Licensed Data made available as a raster file or a copy protected vector file only, the Customer shall, subject to (c) below, ensure that the following licence conditions are accepted by the viewer before it views the Licensed Data:
  - i) the Licensed Data is made available solely for viewing;
  - ii) the licence granted to the viewer shall grant no rights greater than a non-exclusive, royalty free, revocable licence to view the Licensed Data for non-commercial purposes for the period during which the Customer makes it available;
  - iii) the viewer shall not be permitted to and shall not copy, sub-licence, distribute, sell or otherwise make available the Licensed Data to third parties in any form; and

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- iv) third party rights to enforce the terms of the licence shall be reserved to us;
  - b) in relation to Licensed Data made available in hard copy form (save where hard copies are displayed for members of the public to view but not to take away (for example, on a public display board)), the Customer shall, subject to clause (c) below, ensure that the following licence condition is accepted by the viewer, prior to or at the same time as it views the Licensed Data:
    - 'the viewer shall not be permitted to copy, sub-license, distribute or sell the Licensed Data to third parties in any form';
  - c) in relation to the Customer's obligation to ensure that the licence conditions in (a) and (b) above are accepted by the viewer, the Customer shall be deemed to have complied with such obligation where either:
    - i) in respect of Licensed Data made available in hard copy form pursuant to (b) above, the condition set out in (b) is set out in legible font and in a conspicuous position on the hard copy; or
    - ii) in respect of Licensed Data made available as a raster file or a copy protected vector file pursuant to clause (a) above, the phrase 'Use of this data is subject to terms and conditions' is set out (in legible font and in a conspicuous position) on the electronic copy of each mapping image presented on screen, and such phrase provides a clear hyperlink to a copy of the conditions set out in (a) above; and
  - d) a background watermark to identify the source of the Licensed Data is included on any electronic copies (including publication on the internet) of Licensed Data at map scales of 1:10 000 or larger scale. The watermark must appear at least once and cover at least 10% of the map image reproduced.

Sub-licence to the minimum extent necessary to prevent the Competing Activity or Commercial Activity. Where there is any dispute as to the existence of a Competing Activity, the decision of the Director General of Ordnance Survey as to the existence of a Competing Activity shall be final and conclusive.

- 7.3 Where the Customer's use of Licensed Data is or is likely to constitute a Competing Activity or a Commercial Activity, the Customer shall either:
  - 7.3.1 enter into a separate appropriate licence or Sub-licence; or
  - 7.3.2 amend its planned or current use of the relevant Licensed Data so as to resolve the problem identified to our reasonable satisfaction.
- 7.4 The Customer shall indemnify us against all liabilities, damages, penalties, costs, expenses or other loss suffered or incurred by us in relation to any breach or alleged breach by us of competition law to the extent such loss results from the Customer's breach of paragraph 7. Nothing in the Customer's Sub-licence shall limit or exclude the Customer's liability to us under this indemnity.

## **7 Competing Activities and Commercial Activities**

- 7.1 Nothing in this Appendix permits the Customer or any person to use the Licensed Data for any Commercial Activities or Competing Activities.
- 7.2 Where we reasonably consider that the Customer's proposed or current use of the Licensed Data is or is likely to be a Competing Activity or Commercial Activity, we may take such steps as we reasonably consider are necessary in relation to the Competing Activity or Commercial Activity. Such steps may include the action set out in paragraph 7.3 below and/or suspending the licence granted under the Customer's

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## SCHEDULE 1.4:

### Ordinance Survey: Ancillary Rights to Customer's Licensed Use

<b>1 Customer Contractor Rights</b>		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;
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.		1.3.3	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;
<b>1.1 Number of Terminals</b>		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;
Prior to providing Licensed Data to a Customer Contractor, a Customer shall:		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
1.1.1 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		1.3.6	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.
1.1.2 extend the number of Terminals licensed under the Customer Sub-licence to ensure compliance with 1.1.1 above.		<b>1.4 Paper Copies</b>	
<b>1.2 Digital Form</b>			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 ' <b>Paper Copies</b> '), the Customer shall not be required to enter into a formal written agreement with the Customer Contractor provided that the Customer ensures that:
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).		1.4.1	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;
<b>1.3 Sharing of Licensed Data between Customer Contractors</b>		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;
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:		1.4.3	the Customer Contractor is not permitted to and shall not copy, sub-licence, distribute,
1.3.1 both Customer Contractors are licensed by the Customer for the Licensed Data being supplied and/or received;			

	sell or otherwise make available the Paper Copies to third parties in any form;	1.6	<b>Liability for Customer Contractors</b>
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>
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	2.1	<b>Licence for Free to Use Data</b>
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.		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.
1.5	The Customer may permit its Customer Contractor to supply Paper Copies to any third party provided that the Customer Contractor ensures that:	2.2	<b>Conditions of Free to Use Data</b>
1.5.1	such third party is engaged to provide:		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:
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');	2.2.1	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);
b)	part of a larger project (which also includes the Works); or	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
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;	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.
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:	2.3	<b>Guidance on Free to Use Data</b>
a)	'Customer' shall mean 'Customer Contractor';		Where Customers are in any doubt as to whether or not something constitutes Free to Use Data, Customers shall consult us for guidance.
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.		

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### 3 Customer Data

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.

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**SCHEDULE 1.5:**  
**Ordnance Survey: Dataset Specific Term**

**Part A: Datasets other than  
Datasets with Third Party  
Content**

**1 OS MasterMap Topography Layer**

- 1.1 Where the Licensed Data includes OS MasterMap Topography Layer, the terms in this paragraph 1 apply in addition to the other terms of this Contract.
- 1.2 Subject to paragraphs 1.3 to 1.5 below, Laser Surveys Ltd licences (but for the avoidance of doubt, does not supply) to the Customer Ordnance Survey Data known as Land-Line® and/or Land-Line.Plus® (**Land-Line Data**). Land-Line Data is no longer supplied or maintained by us.
- 1.3 Land-Line Data sub-licensed to the Customer in accordance with paragraph 1.2 above shall:
- 1.3.1 be limited to the Customer's existing holdings of Land-Line Data; and
- 1.3.2 not exceed the area covered by the Customer's licence for OS MasterMap Topography Layer.
- 1.4 The Customer shall be entitled to use Land-Line Data as if it were Licensed Data and references to 'Licensed Data' within the Contract shall be construed to include Land-Line Data, provided that:
- 1.4.1 we shall not be obliged to supply or deliver the Land-Line Data nor Land-Line Data Updates;
- 1.4.2 we give no warranty in respect of Land-Line Data; and
- 1.4.3 subject to Clause 12.1 of the Framework, we shall have no liability for any loss the Customer suffer as a result of any use, loss, deletion or destruction of Land-Line Data or as a result of us not supplying or updating Land-Line Data.
- 1.5 There is no maximum number of Terminals upon which Land-Line Data may be used.

**END**

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