

Publishing Licence

This Publishing Licence (the **Licence**) sets out the terms under which we permit you to:

- publish OS Mapping (either copied from a paper map or taken from data) in books, newsletters, leaflets, brochures, catalogues and journals for either personal, commercial or business use;
- publish OS Mapping (either copied from a paper map or taken from data) in a printed product or publication where the primary purpose of the printed product or publication is not for use as a map for example, a mug, tea towel, cushion cover, bag; or
- publish OS Mapping (either copied from a paper map or taken from data) on websites for either personal, commercial or business use.

The activities permitted under this Licence are subject to the restrictions set out below.

This Licence does not entitle you to access or receive any OS Mapping (whether supplied by OS directly or from any other person).

If you wish to acquire any OS Mapping from OS from which to create copies or for the production of your publication, then this will be subject to another licence

1 Definitions

Expression	Meaning
Control	means the power (directly or indirectly) to appoint or remove a majority of the directors or otherwise direct the affairs of an organisation.
Commencement Date	means the date upon which we receive payment of the Licence Fee as cleared funds in accordance with the terms of this Licence.
Education Publication	means a Publication which is determined by OS, in its sole discretion, to be produced solely for the purpose of teaching or use by students in schools or further education (including Universities).
Facsimile Mapping	means the reproduction of any OS Mapping within a Publication which is in the sole discretion of OS the same or similar in style and appearance as the original albeit that some alterations or additions (which shall include changes in the scale or the colours) have been made.
Financial Gain	means the amount of monetary gain achieved by you through direct or indirect sponsorship or advertising material or other financial gain or benefit which accrues to you as the owner or controller of the Website.
Initial Term	means a period of 1 year commencing on the Commencement Date.
Licence Fee	means the fees payable by you to OS for Publishing OS Mapping in either a Publication or on a Website, as set out in Schedule 1 and invoiced in accordance with Clause 6.
Merchandising Product	means a Publication whose primary purpose is not for use as a map or a printed product that is in the form of a publication which includes Facsimile Mapping and/or Redrawn Mapping where the primary purpose of using such data within that publication is not as a map.
OS Mapping	means any OS digital mapping product, paper product or scanned map extract from OS sources (including any mapping created by a third party based on our data to the extent that you obtain the consent of such third party). This includes Facsimile Mapping and Redrawn Mapping.

Publication	means a publication created by you, incorporating OS Mapping, which may be either for sale or distributed free of charge. This may include, but is not limited to, books, newsletters, leaflets, brochures, catalogues and journals. Reprints, reissues or further editions of the publication are not covered and you will be required to request a new licence. For the avoidance of doubt, 'Publication' includes Merchandising Products, except where stated otherwise.
Publishing	means the reproduction of OS Mapping on paper or as an electronic image of a paper copy which is then stored on another medium (for distribution purposes only). Notwithstanding the foregoing you will only be permitted to reproduce OS Mapping as an electronic image where the electronic image is supplied in Raster Format and is 'read only' and cannot be edited, manipulated, interrogated, geo-referenced or customised in any way or used within any geographical information system or other comparable database or software system. The word Publish shall be construed accordingly.
Raster Format	means the representation of an image created or reproduced from OS Mapping which is composed of individual pixels (the smallest discernible element of such mapping) where the information stored within each pixel corresponds to the colour of that pixel only and such information is not referenced to the information within any other pixel, with a maximum area of 200 cm ² at original scale,.
Redrawn Mapping	means OS Mapping which is substantially or entirely redrawn to your own specification and which is not recognisable in style or appearance as the original OS Mapping copied.
Renewal Period	means a period of 1 year commencing on the expiry of the Initial Term and each subsequent anniversary of such date in respect of Publishing OS Mapping on your Website.
Request Form	means the Publishing Licence request form to which this Licence is annexed.
we, us, our, OS	means Ordnance Survey Limited, a company registered in England and Wales (company registration number 09121572) whose registered address is at Explorer House, Adanac Drive, SOUTHAMPTON, SO16 0AS, UK.
Website	means the website (as detailed in your application) which is operated or controlled by you on which you wish to publish OS Mapping.

2 Period of this Licence

- 2.1 In relation to your use of OS Mapping on your Website, this Licence shall commence on the Commencement Date, and continue until it terminates, in accordance with Clause 2.2 or terminated earlier in accordance with the terms of this Licence.
- 2.2 No later than 30 days prior to the expiry of the Initial Term (or the then current Renewal Period), we shall notify you in accordance with the notice provisions in Clause 13 of the expiry date of the Licence and invite you to renew this Licence. If you fail to pay the Licence Fee in accordance with Clause 6, this Licence shall terminate with immediate effect at the end of the Initial Term (or the then current Renewal Period).
- 2.3 For the avoidance of doubt, where you are Publishing a Publication, the Initial Term and Renewal Period do not apply and your use of OS Mapping for that particular Publication is covered under this Licence. Any additional or new Publications will be subject to you completing and submitting a new Request Form.

3 Licence

- 3.1 We grant you and your permitted agents and/or contractors acting on your behalf a non-exclusive, non-transferable, revocable licence to Publish OS Mapping in accordance with Clauses 4, 5 and 6.
- 3.2 All OS Mapping is protected by Crown copyright. You hereby acknowledge that any and all unauthorised use of OS Mapping is an infringement of such copyright. You must ensure that appropriate acknowledgements of copyright ownership are included in a conspicuous position in all copies of OS Mapping. Any text acknowledgement must be 8 point or larger. The appropriate notation for all OS Mapping is:

'© Crown copyright [year of supply or date of publication] OS [licence number]'

3.3 The National Land and Property Gazetteer (**NLPG**), AddressBase, AddressBase Plus and AddressBase Premium Data include data that has originated from Improvement and Development Agency for Local Government and therefore, in addition to the standard copyright notice required you shall include the following acknowledgement in a conspicuous position in all copies of any NLPG or AddressBase Dataset which includes data relating to England and/or Wales:

'© Improvement and Development Agency for Local Government copyright and database rights [year of supply or date of publication][licence number]'

3.4 You will at all times display, demonstrate and otherwise represent OS Mapping fairly in comparison with competitive products from other suppliers contained or utilised within any Publication or Website.

3.5 You will not:

- a) at any time, conduct your business in a manner which would reflect unfavourably on OS Mapping and on the good name and reputation of OS;
- b) either, yourself or with others, participate in any illegal, deceptive, misleading or unethical practices including, but not limited to, disparagement of OS Mapping or OS or other practices which may be detrimental to OS Mapping or OS;
- c) make any promises or representations in respect of OS Mapping except as expressly authorised by us in writing;
- d) sell, sublicense, lend, transfer, dispose or otherwise deal with OS Mapping (except as expressly permitted in this Licence);
- e) authorise any third party to use OS Mapping;
- f) include any offensive, defamatory or derogatory content in your Publication. Please refer to guidance on our website.

3.6 In relation to your Publication:

- a) you are not permitted to include any OS logo in your Publication, including, without limitation, the 'OS Map Data' logo or the 'OS Partner' logo;
- b) other than to the extent necessary to enable you to acknowledge copyright and/or database rights ownership in accordance with the terms of this Licence, you shall not use the words 'OS', 'Explorer' or 'Landranger' either on the Merchandising Product itself or as part of any packaging, promotional and display materials relating to such Merchandising Product; and
- c) you shall ensure that brand name of your Publication or Merchandising Product do not include any of our trade names, product names, domain names or Trade Marks or anything confusingly similar to them.

3.7 The minimum Licence Fee under this agreement will be £47.50, save where the activities are as described in Clauses 4.4 and 5.4.

4 Publishing OS Mapping

4.1 You and your permitted agents and/or contractors acting on your behalf may Publish OS Mapping in a Publication (which may be distributed free of charge or offered for sale) using:

- a) an extract of Facsimile Mapping or Redrawn Mapping; and/or
- b) a copy at a different scale to the original OS Mapping; and/or
- c) an altered, generalised or traced copy of original OS Mapping.

4.2 With the exception of Merchandising Products (in respect of which Clause 4.3 applies), the Publication can include a maximum total area of Facsimile Mapping at:

- a) A4 (equivalent to an A4 extract) in relation to an OS Explorer Map (1:25 000 Scale Colour Raster) or an OS Landranger Map (1:50 000 Scale Colour Raster);
- b) A3 (equivalent to an A3 extract) in relation to any other Facsimile Mapping;

- 4.3 Where the Publication meets the following criteria, you may exceed the restrictions on the total area set out in clause 4.2 above:
- a) the OS Mapping (Facsimile and Redrawn) is less than 45% of the total text and picture content of your Publication or Merchandising Product; and
 - b) no individual extract of Facsimile Mapping in your Publication is larger in size than A3; and,
 - c) the total area of extracts from any single sheet of an OS Explorer Map or OS Landranger Map is no larger than A3 in total.
- 4.4 With the exception of Merchandising Products, OS will waive any Licence Fee payable in the case of Publications where the aggregate size of OS Mapping used in the Publication is A7 or less: and
- a) is for personal use and will not:
 - i) be made by a business for use in connection with that business; or
 - ii) be made for commercial purposes;
 - b) is restricted to:
 - i) no more than 1,000 copies (including reprints, reissues or further editions); or
 - ii) contains Redrawn Mapping at a scale of 1:1 000 000 or smaller reproduced from 1:1 000 000 scale OS Mapping; and
 - c) you must ensure that the following acknowledgement of copyright ownership is included in a conspicuous position on or in close proximity to the mapping:
'OS © Crown copyright [insert year of publication] FL-CSXXX [insert CS reference (as supplied by OS)]'.

5 Website Use

- 5.1 You and your permitted agents and/or contractors acting on your behalf may make OS Mapping available on your Website in Raster Format using:
- a) an extract of Facsimile Mapping or Redrawn Mapping; and/or
 - b) a copy at a different scale to the original OS Mapping; and/or
 - c) an altered, generalised or traced copy of original OS Mapping.
- 5.2 Whilst OS Mapping on the Website must be available completely free of charge to the end user you are permitted to make Financial Gain through advertising and sponsorship on the Website.
- 5.3 You:
- a) will use OS Mapping solely for the purpose of creating and Publishing Raster Format images - any other use of our products is strictly prohibited;
 - b) will only:
 - i) make Facsimile Mapping images available which are no larger than 200cm² at its original scale;
 - ii) publish individual Redrawn Mapping images which are no larger than 100cm² at its original scale;
 - c) may make a maximum of:
 - i) 100 Facsimile Mapping images;
 - ii) 3,000 Redrawn Mapping images,(in each case in Raster Format) available on your Website during the term of this Licence;
 - d) may permit end users to print (including downloading the Raster Format image for such purpose) copies of Raster Format images from your Website for their own personal use;
 - e) will take all reasonable precautions to ensure that OS Mapping (including Raster Format images) held by you, or on your behalf by an Internet Service Provider or Website Host, are secure;

- f) will ensure all Raster Format images carry the copyright acknowledgement shown in Clause 3.2 (or Clause 3.3, where relevant); and
- g) will not, nor permit others (including any Internet Service Provider or Web Host), to decompile, reverse engineer or disassemble OS Mapping (including Raster Format images).

Copies of 1:50 000 Scale Paper Mapping

5.4 Where you are using 1:50,000 Scale Colour Raster or smaller scale OS Mapping on your Website, this use is free of charge if the following conditions are met:

- a) the mapping extract must have been created from a paper product and not from a digital mapping product; and
- b) no Financial Gain can be made from the Website (for the avoidance of doubt, this includes advertising and sponsorship); and
- c) the number of extracts on the Website cannot exceed 100; and
- d) each extract can be no larger than 200cm² in size; and
- e) you must ensure that the following acknowledgement of copyright ownership is included in a conspicuous position on or in close proximity to each extract on the Website:

'OS © Crown copyright [insert year of publication] FL-CSXXX [insert CS reference (as supplied by OS)]'.

6 Fees and payment

6.1 A Licence Fee, as detailed in Schedule 1, is payable by you for each activity covered by this Licence.

6.2 The Licence Fee is payable within 30 calendar days of the date of the invoice from OS.

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

6.4 There will be no refund of all or any part of the Licence Fee in the event that you do not sell or distribute all copies of your Publication.

7 Audit and inspection

7.1 You shall provide evidence of compliance with your obligations under the Licence if we so request.

8 Changes to the Licence

8.1 We may change the terms of the Licence (including the amount of the Licence Fee) at any time on 30 days' written notice. Such changes will not affect any Licence Fee you have already paid to us.

8.2 If you disagree with any changes proposed under Clause 8.1, you may terminate this Licence by giving us 30 days' written notice.

9 Termination

9.1 We may terminate this Licence immediately by giving you notice in writing if you:

- a) fail to pay any amount due under this Licence, including but not limited to the provisions for payment in Clause 6.2, within 30 days after the date on which payment fell due;
- b) are in material breach of this Licence and the breach is either incapable of being remedied or is not remedied within 30 days of a written request to do so;
- c) are in persistent breach of this Licence;
- d) cease to carry on business;
- e) are unable to pay your debts within the meaning of Section 123 of the *Insolvency Act 1986*;
- f) have a receiver, administrative receiver, administrator or similar officers appointed over all or any part of your assets or undertakings;

- g) make an assignment for the benefit of, or a composition with, your creditors generally or another arrangement of similar import;
- h) commit an act of bankruptcy or go into liquidation or are the subject of a petition for bankruptcy or a winding-up order otherwise than for the purposes of a bona fide amalgamation or restructuring;
- i) undergo any process similar to the matters referred to in Clauses 9.1 e) to h) (inclusive) in any jurisdiction other than the UK; or
- j) undergo a change of Control of your business other than for the purpose of a bona fide internal group restructuring and so long as we exercise such right of termination within 6 months of the date on which you notify us of such change of Control in writing.

9.2 Termination or expiry of this Licence shall not affect any rights or remedies which have arisen prior to the date of such termination or expiry.

10 Liability

10.1 Neither you nor we will be liable to the other in contract, tort (including negligence) or otherwise for any loss of profits, loss of business or loss of contracts (in each case whether direct or indirect) or for any special, indirect or consequential loss or damages, save that nothing in this provision nor any other provision of this Licence shall prevent us from claiming for amounts lawfully due under the terms of this Licence or for sums due for infringement or breach of intellectual property rights.

10.2 Our total and aggregate liability (whether in contract, tort (including negligence) or otherwise) under or in connection with this Licence will not at any time exceed in aggregate an amount equal to the total Licence Fees paid by you in the preceding 12 months of the date upon which the claim arose.

10.3 Nothing in this Licence shall exclude or limit either party's liability for:

- a) death or personal injury to the extent it results from its negligence, or that of its employees or agents; or
- b) fraud or fraudulent misrepresentation.

11 Transferring rights and responsibilities

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

11.2 We are entitled to assign, transfer, novate subcontract or sublicense the benefits and obligations of this Licence to any government body or nominated subcontractor or, in the event of the transfer of all or any of our activities or functions to any other entity, to the entity to which our activities or functions have been transferred. You agree to the assumption of our obligations under this Licence by that entity and, if required, shall enter into an agreement to this effect.

11.3 For the avoidance of doubt any of your associated, subsidiary, holding or affiliate organisations must enter into their own agreement with OS if they require the same rights as those set out in this Licence.

12 Governing law

12.1 This Licence shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.

13 Notices

13.1 Any notice under this Licence shall be in writing and shall be sent to the address or e-mail details you have submitted to us (or in the absence of such details to the address of your registered office or principal place of business) or such other contact details as you shall notify to us in writing.

Schedule 1 Licence Fees

The Minimum Annual Licence Fee, for Publishing Publications, Website Use and Merchandising Products, under this Licence is **£47.50 (+VAT)**, save where the activity undertaken by you is as described in Clauses 4.4 or 5.4, in which case there is no Licence Fee payable by you.

Publication Licence Fees

The table below sets out the charges payable in respect of Publications and Merchandising Products which include Facsimile Mapping or Redrawn Mapping:

Total area of Facsimile Mapping in each copy of a Publication or Merchandising Product	Charge per copy ¹
A5 (312.5 cm ²) or less	2.5p (+VAT)
Over A5 but not more than A4 (625 cm ²)	4.5p (+VAT)
Over A4 (625 cm ²) but not more than A3 (1,250 cm ²)	9p (+VAT)
Over A3 (1,250 cm ²) but not more than A2 (2,500 cm ²)	15p (+VAT)
Over A2 (2,500 cm ²) but not more than A1 (5,000 cm ²)	21p (+VAT)
Over A1 (5,000 cm ²) but not more than A0 (10,000 cm ²)	30p (+VAT)
Over A0 (10,000 cm ²) but not more than 2A0 (20,000 cm ²)	37.5p (+VAT)
Over 2A0 (20,000 cm ²) but not more than 3A0 (30,000 cm ²)	45.5p (+VAT)

Total area of Redrawn Mapping in each copy of a Publication or Merchandising Product	Charge per copy
A5 (312.5 cm ²) or less	0.5p (+VAT)
Over A5 but not more than A4 (625 cm ²)	1.5p (+VAT)
Over A4 (625 cm ²) but not more than A3 (1,250 cm ²)	2.5p (+VAT)
Over A3 (1,250 cm ²) but not more than A2 (2,500 cm ²)	4p (+VAT)
Over A2 (2,500 cm ²) but not more than A1 (5,000 cm ²)	5.5p (+VAT)
Over A1 (5,000 cm ²) but not more than A0 (10,000 cm ²)	7.5p (+VAT)
Over A0 (10,000 cm ²) but not more than 2A0 (20,000 cm ²)	9.5p (+VAT)
Over 2A0 (20,000 cm ²) but not more than 3A0 (30,000 cm ²)	11.5p (+VAT)

Website Licence Fees:

Fee per extract: £4.75 (+VAT)

¹ Note that where you are an educational publisher, creating Education Publication/s there is a 50% discount available on publications but not, for the avoidance of doubt, on Merchandising Products or Website Use.