

DIGITAL 1 - PURCHASE ORDER FORM FOR LAND & PROPERTY SERVICES / ORDNANCE SURVEY OF NORTHERN IRELAND® DATA

If you have any queries about ordering the IP, please contact Digital Supply.

When completed forward this form to:
Digital Supply, Land & Property Services,
Lanyon Plaza, 7 Lanyon Place, Town Parks, Belfast, BT1 3LP

E-mail: digital.supply@finance-ni.gov.uk
Web: www.finance-ni.gov.uk

DO number:

Your Ref:

Your Purchase Order No:

A Customer Details (BLOCK Capitals)

Name of Customer

VAT Registration Number

Delivery Address

Post Code

Contact Name

Tel:

Email:

B Data to be licensed?

Please list Products You wish to Licence here:

Please refer to www.nidirect.gov.uk/campaigns/ordnance-survey-of-northern-ireland for information on products.

C No & size of hard copies to be made from the IP? (For Internal Business Use Only)***

***Not required if you hold a valid Copyright Licence (available separately – see below)

Copy Size	A5	A4	A3	A2	A1	A0	None
Price per Copy	£0.12	£0.21	£0.40	£0.79	£1.56	£3.11	No charge
Number of Copies							

Except for Section B above the data and / or product is referred to as Intellectual Property (IP) throughout this purchase order form.

The Licence permits the use of the IP for Internal Business Use (IBU). IBU is solely and explicitly for the requirements of Your business, for the internal administration and for the internal day-to-day activities involved in the operation of your business. You or Your business can use the hard copies as stated in Section C for submission to: The Planning Office, Land Registration, Building Control, Court Proceedings, Property Vending, (for the avoidance of doubt property vending does not include the advertising of properties for sale). All submissions must be made on Your or Your business's behalf.

If you wish to copy the IP (other than for back-up or as set out in Section C above) please refer to Copying 1 for Our Guidance Notes on Copying Our IP for Internal Business Use, available at:

<https://www.finance-ni.gov.uk/publications/copyright-licensing-use-ips-intellectual-property> ***

If You wish to discuss developing, demonstrating or making Your own product that includes the IP email: commercial@finance-ni.gov.uk who will advise You of the procedures to follow.

D Granting of Licence

This Licence will be granted for a minimum period of twelve (12) months subject to the IP Licensing terms and conditions, a copy of which is attached.

The undersigned hereby acknowledges and accepts the terms and conditions upon which this Licence is granted.

Signature

Name (BLOCK CAPITALS)

Date

INTELLECTUAL PROPERTY LICENSING TERMS AND CONDITIONS

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1. DEFINITIONS

1.1 Unless the context otherwise requires, the following terms shall have the following meanings:

“Commencement Date” means the date the IP is issued to the Customer

“Customer” means the party specified in Part A on the Order Form.

“Derivative Works” means any and all works that are created by You from and/or based in any way on Our IP;

“End-User” means an employee of the Customer whether employed on a part-time or full-time basis, not including subcontractors, consultants or freelancers

“Intellectual Property (“IP”) means the digital data licensed by Us and supplied to You. It also means databases, utility models, trademarks, trade names, service marks, know-how, designs, drawings, algorithms, computer programs and confidential information;

“Intellectual Property Rights” (“IPR”) means (as appropriate) Copyright, database right, and all other similar proprietary rights (whether registered or not) in the IP owned by the Crown through the Keeper of Public Records as may exist anywhere in the world and licensed under this contract and all applications and rights to apply for the protection of any of the foregoing. It also means patents and any other process or other similar right or assets capable of protection;

“Intellectual Property Infringement” means any unauthorised possession and / or use of the IP that infringes the copyright, Trade Mark rights or any other intellectual property rights of the owner(s) of their respective intellectual property.

“Internal Business Use” (“IBU”) means solely and explicitly for the requirements of Your business, for the internal administration and for the internal day-to-day activities involved in the operation of your business by You and Your End Users.

“Renewal Date” means the date on which the Customer Licence shall be due for renewal. This shall be the anniversary of the Commencement Date. The Customer shall give written notice to Us requesting renewal of the licence.

“Sales Policy” as posted on our website <https://www.finance-ni.gov.uk/publications/lps-copyright-publications>

“We, Our or Us” means Land & Property Services (LPS);

“You or Your” means the Customer;

1.1.1 References to any statute or statutory provision shall include a reference to any statute or statutory provision which amends or replaces or has amended or replaced it and vice versa and the same shall apply to statutory instruments; and

1.1.2 These terms and conditions shall be binding upon and shall continue for the benefit of Our successors and assigns or the Department of Finance, as the case may be.

2. OWNERSHIP

The Crown owns absolutely, as beneficial owner all rights in the IP. The IP supplied and this Licence granted under this contract are issued by Our Deputy Secretary who has a delegation of authority from the Keeper of Public Records, in whom is vested by Royal Letters Patent the Crown Copyright in all Government information and works.

3. GRANT OF LICENCE

3.1 In consideration of You paying the Licence fee and performing Your obligations under these terms and conditions, We grant You (and Your End Users) a non-exclusive, non-transferable Licence to use the IP solely for the Licensed Use.

3.2 This Licence shall be effective from the Commencement Date and shall continue for a minimum period of twelve (12) months or until earlier termination.

3.3 This Licence shall be renewable on the Renewal Date by You giving written notice to Us requesting a renewal of this Licence.

3.4 You shall not permit any third party to use the IP nor use the same on behalf of or for the benefit of any third party without Our prior written consent.

4. LICENSED USE

4.1 You and Your End Users may use the IP within Your own office for Your own Internal Business Use for:

4.1.1 copying for back-up purposes;

4.1.2 the making of hard copies as stated in Section C on Your Digital 1 Purchase order form;

4.1.3 adapting;

4.1.4 merging;

4.1.5 integrating; and

4.1.6 sub-licensing (subject to Clause 7).

4.2 You may use the IP for Limited External Use to promote Your own business by generating a map which demonstrates one or more of the following:

4.2.1 the location of the premises and static assets which You own, lease or manage;

4.2.2 the location of a bespoke event organised by You up to and for the duration of the event;

4.2.3 directions or routes (which are not specific to any particular customer or third party) to the premises or static assets which You own, lease or manage; or

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4.2.4 the scope of Your area of operation.

4.3 The Licence permits Limited External Use of the IP to report on Your own business by including a single map in:

4.3.1 an annual report on Your business affairs for accounting purposes, in each case produced to comply with a statutory obligation (including, without limitation, section 415 of the Companies Act 2006);

4.3.2 a report to be submitted to a regulatory body to which You are subject in order to meet the regulatory body's requirements; or

4.3.3 any professional services provided by You to Your clients, such map only to be used for the administration and operation of such client's business.

4.4 Your Limited External Use of the IP is subject to the following conditions:

4.4.1 any map generated shall not comprise a service or product in itself, a significant part of any product or service offered by You or a service or product provided on behalf of a third party;

4.4.2 the map shall be in raster format;

4.4.3 the map shall not be of larger scale or area and shall not contain a larger number of features than is reasonable for it to fulfil its function; and

4.4.4 You shall not receive any direct payment, credit or money's worth as a result of allowing third parties to access, view or use the map.

All other uses are prohibited.

5. SUPPORT AND MAINTENANCE

5.1 We will not be obliged to provide support and maintenance services.

5.2 In the event that We discontinue producing, maintaining or supporting all or any part of the IP, We shall give You three (3) months' notice of this decision. Once notice is given to You, We shall not be responsible for supplying the IP or support or updates to You or be liable to You for any losses or costs which You may incur as a consequence of Our decision.

6. YOUR OBLIGATIONS

6.1 You will take all reasonable technological and security measures to ensure that all of the IP which You hold, or are responsible for, is secure from unauthorised use or access.

6.2 You will not use the IP, or allow it to be used by others, in any manner which We reasonably feel is inconsistent with the goodwill in Our name.

6.3 Permission to publish the IP must be applied for using the relevant publishing application form, which will depend on Your usage, details of which can be obtained by contacting Our IPR Branch.

6.4 You must inform Us of any change to Your details as outlined in Section A of Your Digital 1 Purchase Order Form.

7. SUB-LICENCES

7.1 Sub-Licences will only be granted where You need to temporarily transfer the IP to a third party to enable said third party to assist in the operation of the Your IBU.

7.2 You shall provide Us with all completed, signed and dated Sub-Licence(s) granted by You; and

7.2.1 You will forward each completed signed and dated Sub-licence form to Copyright@finance-ni.gov.uk prior to any temporary transfer of IP to the third party assisting Your IBU.

7.3 You shall use Digital 1s Sub-Licence form(s). ([link to form](#)).

7.4 No Sub-Licence may be granted for a period of more than six (6) months unless otherwise agreed in writing by Us; and

7.4.1 will not extend beyond the term of this Licence

7.5 Any Sub-licence You grant shall be with the acknowledgement and acceptance that, without prejudice to LPS rights and remedies, You shall not be relieved of any of Your obligations to LPS under this Licence and that You shall be primarily liable for the acts or omissions of Sub-Licensees as if they were Your acts or omissions.

8. LICENCE FEES AND ROYALTIES

8.1 We will invoice You for the Licence Fee and any royalties due in accordance with Our published rates. In addition, You will pay VAT and any other taxes at the rate prevailing on the date of the invoice.

8.2 When ordering the IP, You will provide Us with the number of hard copies that will be made from the IP requested by completing Section C of Your Digital 1 Purchase Order Form.

8.3 You will pay all invoices within thirty (30) days of the date of the invoice. Interest will be payable at the statutory rate set by The Late Payment of Commercial Debts (Interest) Act 1998 (as amended) namely eight (8) percent above the base rate of the Ulster Bank Limited on any outstanding balances. Interest shall run from day to day from the due date and shall accrue before and after any judgment and shall be compounded monthly on the amount overdue until payment is made.

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9. COPYRIGHT ACKNOWLEDGEMENT

Each authorised hard copy, as outlined in Section C of Your Digital 1 Purchase Order Form, must include one of the following acknowledgements:

i) “Land & Property Services Intellectual Property is protected by Crown Copyright and is reproduced with the permission of Land & Property Services under Delegated Authority from the Keeper of Public Records, © Crown Copyright and database right Licence No. [Insert Your Digital Licence number & year]”.

ii) The note “© Crown Copyright” will be sufficient for a finished reproduction of less than 200 sq cm.

10. AUDIT RIGHTS

10.1 Throughout the duration of this Licence You shall keep and maintain accurate complete and detailed records relating to all the transactions and uses arising out of these terms and conditions.

10.2 Upon giving reasonable written notice, We, Our advisors or representatives shall have the right to inspect (and where necessary take copies of) the records referred to in Clause 10.1.

10.3 You shall give Us and Our advisors and representatives all reasonable access to Your premises and use of all Your facilities so as to enable Us and Our advisors and representatives to fulfil their rights under Clause 10.2.

10.4 If upon inspection it is determined that there is an underpayment of the amount properly payable to Us under these terms and conditions, the underpayment shall be paid to Us forthwith together with interest at the rate of eight (8) percent above the base rate of Ulster Bank Limited from the date payment was due until full payment, whether before or after judgment. If there is an underpayment of five (5) percent or more of the amount properly payable at any time to Us under these terms and conditions then You shall also be responsible for the reasonable auditing costs incurred by Us (including the fees of any third party used for such purposes).

11. INTELLECTUAL PROPERTY RIGHTS

11.1 You acknowledge the Crown’s ownership and proprietary rights in the IP and agree and acknowledge that:

11.1.1 You will not obtain any rights in the IP, except as expressly granted to You under these terms and conditions; and

11.1.2 You will not register or attempt to register any of the IP in any jurisdiction without Our prior written permission.

11.2 You shall immediately give notice in writing to Us if You become aware of any:

11.2.1 infringement or suspected infringement of any of the IP; or

11.2.2 claims made or threatened that the IP infringes the rights of any third party.

11.3 In the case of any infringement or suspected infringement by any third party of the IP:

11.3.1 We shall have sole discretion to decide what action if any to take;

11.3.2 We shall have sole control over and conduct of all claims and legal proceedings;

11.3.3 You will, subject to an indemnity from Us for Your costs, act in accordance with Our reasonable instructions and provide Us with all assistance as We may reasonably require in the conduct of any claims or legal proceedings; and

11.3.4 We will bear the cost of any legal proceedings and shall be entitled to retain all sums recovered in any action for Our own account.

12. LIABILITY

12.1 Nothing in this Licence excludes or limits liability for:

12.1.1 death or personal injury caused by negligence by You or Us and/or Your and/or Our servants and/or agents;

12.1.2 fraud or fraudulent misrepresentation You or Us and/or Your or Our servants or agents; or

12.1.3 any liability which cannot legally be excluded or limited; or

12.1.4 unlicensed use of any intellectual property rights

12.2 We will remedy, as soon as reasonably practicable, any error in or omission from the IP of which You notify Us.

12.3 It is Your responsibility to ensure that the IP is suitable for Your intended purposes. We accept no liability as to the fitness of the IP supplied in meeting Your needs and We exclude to the fullest extent permissible by law all warranties, conditions or terms that may be implied by statute, statutory instrument, common law, custom or otherwise.

12.4 Subject to clause 12.1 We will indemnify You and hold You harmless against any damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that is in Your possession and/or use of the IP infringes the copyright, trade mark rights or other intellectual property rights of a third party by means of Intellectual Property Infringement provided that:

12.4.1 Your possession and/or use of the IP is pursuant to and in accordance with these terms and conditions;

12.4.2 You give Us notice of any Intellectual Property Infringement immediately on becoming aware of it; and

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12.4.3 You give Us the sole conduct of the defence to any claim or action in respect to an Intellectual Property Infringement and do not at any time admit liability or otherwise settle or compromise the said claim or action except upon Our written instructions.

12.5 We shall have no liability to You in respect of an Intellectual Property Infringement if the same results from:

12.5.1 any use of the IP by You other than in accordance with these terms and conditions;

12.5.2 use of the IP for a purpose for which it was not designed;

12.5.3 any breach by You of Your obligations under these terms and conditions; or

12.5.4 any alteration, modification, adjustment or enhancement made by You to the IP that was not authorised by Us; or

12.6 In the event of an Intellectual Property Infringement, We shall be entitled at Our expense and option either to:

12.6.1 procure the right for You to continue using the IP;

12.6.2 make, where relevant, such alterations, modifications or adjustments to the IP so that it becomes non-infringing without incurring a material diminution in performance or function; or

12.6.3 replace, where relevant, the IP with a non-infringing substitute provided that such substitute does not entail a material diminution in performance or function.

12.7 If in Our reasonable judgment, We are not able to exercise any of the options set out in 12.6 above within ninety (90) days of the date We receive notice of the Intellectual Property Infringement, We will accept the return of the infringing IP.

12.8 This Clause 12 sets out Your exclusive remedy and Our sole liability in respect of any breach of warranty concerning any Intellectual Property Infringement.

12.9 You shall be liable for, and will indemnify Us against, any and all liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by Us, whether direct or consequential (including but without limitation any economic loss or other loss of profits, business or goodwill) arising out of any dispute or contractual, tortious or other claim or proceeding brought against Us by reason of the incorporation, manufacture, use, supply or sale of any goods and services or the use by You of the IP

12.10 Subject to clause 12.1, We are not liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Licence for any:

12.10.1 loss of profit;

12.10.2 loss of revenue;

12.10.3 loss of business;

12.10.4 costs;

12.10.5 charges;

12.10.6 expenses; or

12.10.4 loss of anticipated savings; in each case whether direct or indirect, or for any indirect, special or consequential loss or damage however arising. Such limitation shall not apply for indemnification claims under clause 12.4.

12.11 Subject to Clause 12.1 Your or Our total and aggregate liability in connection with this Licence will not at any time exceed 100 (one hundred) percent of the total monies paid by You to Us}. Such limitations shall not apply for indemnification claims under Clauses 12.4 and/or 12.9.

12.12 You warrant that You have not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding relating to the IP other than as expressly set out in this Licence.

13. PREVENTION OF CORRUPTION AND BRIBERY ACT 2010

13.1 The parties each warrant and undertake (and each party shall procure that their employees and/ or sub-licensees shall undertake) that they comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery, anti-corruption and prevention of fraudulent acts including the Bribery Act 2010;

13.2 Each party shall promptly notify the other party to this Contract of any request or demand for any undue financial or other advantage of any kind offered or received in connection with the performance of this Contract;

13.3 Any breach of this Clause 13 by either party or any of the party's employees and / or Sub-licensees shall entitle the other party, with no liability whatsoever to the other party, to terminate the agreement with immediate effect by notice in writing.

14. PERIOD OF CONTRACT AND TERMINATION

14.1 The Licence and these terms and conditions shall be effective from the commencement date and subject to the provisions of this Clause 14 and shall continue in force for the twelve (12) month period of this Licence.

14.2 We shall be entitled forthwith to terminate this Licence by written notice to You if:

14.2.1 You commit any continuing or material breach of any of the provisions of these terms and conditions and, in the case of such a breach which is capable of remedy, fail to remedy the same within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

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14.2.2 an encumbrancer takes possession or a receiver is appointed over any of Your property or assets;

14.2.3 You make any voluntary arrangement with Your creditors or become subject to an administration order;

14.2.4 You go into liquidation (except for the purposes of an amalgamation, reconstruction or other re-organisation and in such manner that the company resulting from the re-organisation effectively agrees to be bound by or to assume the obligations imposed on that other party under these terms and conditions);

14.2.5 You cease, or threaten to cease, to carry on business; or

14.2.6 there is a change of control of You within the meaning of Section 719 of the Corporation Tax Act 2010.

14.3 For the purpose of Clause 14.2.1, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

14.4 Termination or expiry of this Licence shall not affect the parties' accrued rights and remedies.

14.5 In the event of termination (howsoever caused) or expiry of this Licence:

14.5.1 the relationship of the parties will cease save as (and to the extent) expressly provided for in this Clause 14

14.5.2 the provisions of Clauses 1 (Definitions), 2 (Ownership), 10 (Audit Rights), 11 (Intellectual Property Rights), 12 (Liability), 14 (Period of Contract and Termination), 22 (Law) and 23 (Data Protection) shall survive the expiry or termination of this Contract and will continue in full force and effect;

14.5.3 You shall immediately pay all outstanding sums to Us and upon production of further invoices You shall pay other sums due but not previously invoiced prior to date of termination or expiry;

14.5.4 this Licence granted to You and any Sub-Licences, granted by You shall immediately cease;

14.5.5 subject to clause 14.5.6, at Our option (but at Your expense) You shall either:

14.5.5.1 destroy the IP in Your possession, power or control (including any security copy) and procure that an officer or duly authorised executive provides a sworn statement or affidavit verifying the same; or

14.5.5.2 You shall return the IP to Us; and procure that an officer or duly authorised executive provides a sworn Statement of Truth or affidavit verifying that You will make no further use of any IP (including, for the benefit of any doubt any Derivative Works) for any purpose.

14.5.6 where You are required by any law, regulation or government or regulatory body to retain any documents, IP or materials relating to the IP which You would otherwise be required to destroy or return by Clause 14.5.5 You shall:

14.5.6.1 notify Us in writing of such retention, giving details of the documents, IP or materials relating to the IP that You must retain; and

14.5.6.2 certify that said documents, IP or materials relating to the IP will solely be used to satisfy this obligation; and

14.5.6.3 You shall not disclose the copy of the IP retained under this clause 14.5.4 to any regulator or other third party except strictly to the extent necessary for the relevant purpose and in paper or read-only electronic format only.

15. EVENTS BEYOND THE CONTROL OF EITHER PARTY

15.1 Neither party shall be liable for any delay in performing or failure to perform its obligations (other than a payment obligation) under these terms and conditions due to events beyond their control. Such delay or failure shall not constitute a breach of these terms and conditions and the time for performance of the affected obligation shall be extended by such period as is reasonable.

15.2 The party claiming events beyond their control shall notify the other party in writing of the reasons for such an event and the likely duration, which should not be in excess of three (3) months, promptly after the occurrence of the same and should use their reasonable endeavours to minimise the effect and duration of the event.

16. ASSIGNMENT

16.1 You shall not be entitled to assign, novate or transfer the whole or any part of the benefit of this Licence or any obligation under it to any party.

16.2 We as part of the Crown shall be entitled to specifically assign, novate or transfer the whole or any part of this Licence or any obligation under it to any part of the Crown.

17. EXCLUSIVITY

This Licence is not exclusive. We may continue to licence the IP to any other party for their use and application.

18. SEVERABILITY

If any provision of this Licence is held to be unenforceable, invalid or illegal that shall not affect the enforceability, validity or legality of any other provision.

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19. WAIVER

No failure or delay by any party in exercising any right, power or privilege under this Licence shall impair such right, power or privilege or be construed as a waiver thereof. The rights and remedies of any party herein provided are cumulative and not exclusive of any rights and remedies provided by law.

20. NOTICES

All notices under this contract shall be in writing (including by email) and shall be sent to the address of the recipient set out on page one (1) of Your Digital 1 Purchase Order Form.

21. ENTIRE CONTRACT

These terms and conditions represent the entire contract and understanding between the parties. The IP shall be supplied in accordance with the Sales Policy except to the extent that any provision of those terms and conditions of supply is inconsistent with any provision of this Licence, in which event the latter shall prevail.

22. LAW

These terms and conditions shall be governed by and construed in accordance with the laws of Northern Ireland but with liberty for the parties hereto to have resort to the courts of any competent jurisdiction.

23. DATA PROTECTION

23.1 None of the IP set out in Part D of this agreement contains Personal Data (for the benefit of any doubt "Personal Data" shall have the same meaning as is set out in s. 3(2) Data Protection Act 2018)

23.2 If You incorporate or combine any Personal Data with the IP within Your Licensed Use (as set out in Clause 4) You acknowledge and accept that You shall:

23.2.1 be solely responsible for ensuring all Data Protection Legislation is adhered to and complied with; and

23.2.2 keep Us harmless from any and all claims or liability for any breach of data protection legislation arising from any datasets You incorporate or combine with the IP

23.3 Any Personal Data You provide to Us in the course of this Contract will only be used for the performance of Your Contract with Us as set out in the LPS privacy statement found at: <https://www.finance-ni.gov.uk/publications/lps-privacy-notice>