

DIGITAL 2 - PURCHASE ORDER FORM FOR SUPPLY AND LICENCE OF POINTER®

If You have any queries about licensing POINTER (the IP) please contact Digital Supply at one of the contact points outlined below.

When completed forward pages 1 and 2 of 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

IMPORTANT INFORMATION

Pointer incorporates 3rd Party Content supplied by Royal Mail Group Ltd (RMG). You may be liable for additional licence fees and/or royalties to RMG depending upon Your intended use. Please ensure You refer to the attached Pointer IP Licensing Terms and Conditions (notably Section 8 – Licence Fees and Royalties) before completing this Purchase Order Form.

If you need further information or guidance please contact the Digital Supply team on any of the above contact points.

A Customer Details (BLOCK Capitals)

Name of Customer

VAT Registration Number

Delivery Address

Post Code

Contact Name

Tel:

Email:

B PAF® Corporate Licence (CL) or PAF Public Sector Licence Holder (PSL) or PAF Charitable Licensed Organisation (ChL)? No Yes

C Choice of Dataset. Prices are available at www.nidirect.gov.uk/articles/price-lists

Full dataset

By Council Area

Insert name of Council

If You wish to discuss making Your own product that includes the IP email: commercial@finance-ni.gov.uk for advice on the procedures to follow.

D Granting of Licence

This Licence will be granted for a minimum period of twelve (12) months subject to the Pointer 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

1. DEFINITIONS

1.1 Unless the context otherwise requires, in these terms and conditions:

“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;

“DoF” means the Department of Finance Northern Ireland;

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

“Intellectual Property (“IP”)” means Our Pointer address database licensed by Us and supplied to You. Our Pointer address database contains intellectual property licensed to us by RMG and Northern Ireland’s Local Councils;

“Intellectual Property Rights” (“IPR”) means (as appropriate) Copyright, database right and all other similar proprietary rights (whether registered or not) in the digital data 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, utility models, trademarks, trade names, service marks, design rights, know-how, designs, drawings, algorithms, computer programs and confidential information or any other process or other similar right or assets capable of protection;

“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.

“Full PAF” means use of organisation name, and/ or Unique Delivery Point Reference Number (UDPRN) elements of PAF (either in isolation or in conjunction with any other PAF elements) utilised as set out in Clause 8.

“Part PAF” means use of postcode and / or post town elements of PAF (without inclusion of any other PAF elements) utilised as set out in Clause 8.

“Personal Data” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person per s. 3(2) Data Protection Act 2018.

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

“RMG” means Royal Mail Group Ltd, which has licensed the Postal Address File (PAF®) to Us, four extracts of which, the postcode and the organisation name, post town and UDPRN are included in Pointer.

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

“Third Party Content” means the intellectual property supplied under agreement by RMG

“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 DoF, as the case may be.

2. OWNERSHIP

The Crown owns absolutely, as beneficial owner, all rights in the IP (with the exception of the Third Party Content). The IP supplied and the 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 a non-exclusive, non-transferable Licence to use the IP solely for the Licensed Use.

3.2 This Licence shall commence on 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.

3.5 You have no right to use the IP other than as expressly set out in these terms and conditions.

4. LICENSED USE

4.1 You may use the IP set out in part C of Your purchase order form within Your own office for Your own IBU for:

- copying for back-up purposes;
- adapting;
- merging;
- integrating; and
- sub-licensing – (subject to Clause 7)

4.2 The Licensee may use the IP for website use (subject to Clauses 8 and 9).

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 You must inform Us of any change to Your details as outlined in Section A of Your Digital 2 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 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 2s POINTER 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 The Licence Fee shall be payable by You from the Commencement Date of this Licence and on each subsequent renewal date.

8.2 If applicable, We will invoice You for any royalties due to Us or RMG. In addition, You will pay VAT and any other taxes at the rate prevailing on the date of the invoice.

8.3 Where You use Full PAF or Part PAF in Your use of the IP RMG requires that You pay royalties to them (unless You hold a valid and current RMG PAF[®] Corporate Licence, Public Sector Licence or Charitable Organisation Licence) and that Your use of PAF is subject to the terms and conditions set out in Schedule 1; such royalties shall depend upon Your chosen use of RMG PAF files:

8.3.1 Use of RMG PAF files within Pointer for Internal Business Use is capped at 300 End Users within the standard licence fee. Additional fees of:

- £3.10 per single End User; or
- £77.50 per block of 300 End Users; or
- combination of single End User and Block(s) of up to 300 End Users to suit Your needs;
- shall be paid by You to Us on behalf of RMG.

8.3.1.1 You shall make a declaration to Us of the number of End Users You wish to be licensed to access the IP using the form attached in Schedule 2.

8.3.2 You have a choice when making elements of the Full PAF file or Part PAF file available on Your website. You can either choose to pay per transaction or an annual website use licence fee.

8.3.2.1 Where You choose to pay per transaction You will ensure:

- You have suitable software installed to count the number of transactional “clicks”
- the number of transactional clicks are to be declared to Us using the form attached in Schedule 2. We will collect from You the appropriate Royalty fees that will be passed to RMG. The appropriate Royalty fee will be calculated:
- full PAF elements used calculated at the rate of £1.82 per 100 transactions
- part PAF elements used calculated at the rate of £1.53 per 100 transactions

8.3.2.2 Where You choose to use PAF elements within Pointer on Your website under RMG’s annual website use licensing You will ensure:

- an estimated number of transactional clicks to be used is reported to Us using the form attached in Schedule 2 at the start of the licence period
- that You will retain the rationale for this estimated use in case RMG request said rationale.

8.3.2.3 Licence fee applied will be:

- £7,525.00 per annum where Pointer is utilised with Full PAF elements used
- £4,493.50 per annum where Pointer is utilised with Part PAF elements used

8.3.2.4 Where You estimate there will be more than 10 million transactions We will collect RMG’s High Use Licence Fee of £7,525.00 from You as an additional fee to that outlined in 8.3.2.3.

8.3.3 Where You do not use PAF elements within Pointer, no additional royalties will be due to RMG.

8.4 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.

9. COPYRIGHT ACKNOWLEDGEMENT

At all times whenever the IP appears on the Internet the following two (2) items must be incorporated in it.

1. Land & Property Services © Crown Copyright Licence No. [Insert Your Digital Licence number & year of your publication].

2. LPS logo (as shown on this application form) must be displayed on the page with a “hyperlink” to display the following information:

“The Pointer® data incorporated in this web page has been extracted from Land & Property Services (LPS) Intellectual Property (IP) and includes PAF® data licensed from Royal Mail Group Limited. LPS IP is subject to Crown Copyright. The IP may not be further sub-licensed, sold, demonstrated, lent, or otherwise transferred or exploited without the prior written permission of LPS.

LPS shall not be held liable for the IP not being fit for Your purpose or applications.”

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 contemplated by or 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;

10.2.1 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; and

10.2.2 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).

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 Our rights under Clause 10.2.

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 (excluding infringement of data other than Crown):

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 proceedings;

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

11.3.4 We will bear the cost of any 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 consider any errors in or omissions from the IP that are brought to Our attention by You, however the amendment of same is entirely at Our discretion.

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 Your possession and/or use of the IP infringes the copyright, trade mark rights or other intellectual property rights of a third party ('IP 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 IP Infringement immediately on becoming aware of it; and

12.4.3 You give Us the sole conduct (excluding infringement of data other than Crown) of the defence above (We will pay reasonable costs) to any claim or action in respect of an IP Infringement and do not at any time admit liability or otherwise settle or compromise the said claim or action except upon Our express instructions.

12.5 We shall have no liability to You in respect of an IP 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 any 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;

12.6 In the event of an IP 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 that We receive notice of the IP 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 IP 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

12.10.7 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. PERIOD OF CONTRACT AND TERMINATION

13.1 These terms and conditions shall be effective from the commencement date and subject to the provisions of this Clause 13 and shall continue in force for the twelve (12) month period of this Licence.

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

13.2.1 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;

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

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

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

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

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

13.3 For the purpose of Clause 13.2.1, 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).

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

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

13.5.1 the relationship of the parties will cease save as (and to the extent) expressly provided for in this Clause 13

13.5.2 the provisions of Clauses 1 (Definitions), 2 (Ownership), 10 (Audit Rights), 11 (Intellectual Property Rights), 12 (Liability), 13 (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;

13.5.3 You shall provide any declarations referred to in Clause 8 above and 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;

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

13.5.5 subject to clause 13.5.6, at Our option (but at Your expense) You shall either:

13.5.5.1 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

13.5.5.2 return the IP to Us. You shall also procure that an officer or duly authorised executive provides a Sworn Statement 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.

13.5.6 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 13.5.5 You shall:

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

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

13.5.6.3 You shall not disclose the copy of the IP retained under this clause 13.5.6 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.

14. PREVENTION OF CORRUPTION AND BRIBERY ACT 2010

14.1 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;

14.2 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;

14.3 Any breach of this Clause 14 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.

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 the 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 the Licence or any obligation under it to any part of the Crown or other third party or to change any aspect of its presentation or construction without affecting Our rights under these terms and conditions.

17. EXCLUSIVITY

These terms and conditions are not exclusive.

18. SEVERABILITY

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

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 2 Purchase Order Form.

21. ENTIRE CONTRACT

These terms and conditions represent the entire agreement and understanding between the parties. The Intellectual Property 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 products available from LPS/OSNI contain Personal Data.

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](#)

Schedule 1 RMG Third Party Content Customer terms

1. Customers' permitted use of Solutions

Customers may freely use PAF® Data in Solutions in accordance with these Customer Terms.

2. Conditions of use

(a) Customers must not make copies of PAF® Data except as permitted by these Customer Terms or reasonably necessary for back-up, security, business continuity and system testing purposes.

(b) Customers may use PAF® Data for Data Extraction but Extracted Data:

(b.1) May only be accessed by End Users, and

(b.2) Must not be supplied or any access to it provided to any third party.

(c) Customers may provide Cleansed data to third parties provided that:

(c.1) where that supply is a Bureau Service, the Customer and the Bureau Customers comply with the restrictions in Schedule 7a, and

(c.2) If such databases are Substantially All Databases:

(c.2.1) Such databases are not represented or held out as a master, original or comprehensive address database or other similar description,

(c.2.2) The access is provided in the course of the Customer's normal data supply or routine business activities and is not carried on as a business in its own right, and

(c.2.3) The provision includes a prominent notice that the relevant Cleansed data has been cleansed against PAF® Data.

(d) Customers must not permit access to, display or communicate to the public any Solutions, except for the purposes of capturing or confirming address details of third parties.

(e) Except as set out in these Customer Terms, Customers must not:

(e.1) Transfer, assign, sell or licence Solutions or their use to any other person,

(e.2) Use Solutions to create a product or service

distributed or sold to any third party which relies on any use of PAF® Data, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting, or

(e.3) Copy, reproduce, extract, reuse or publish Solutions or any of them.

3. Subcontracting

Customers may provide PAF® Data to their subcontractors (subject to Clause 7) who may use it to the extent necessary for:

(a) The provision of information technology services to the Customer, or

(b) Acting on behalf of the Customer

In each case for the Customer's own business purposes and not those of the sub-contractor and provided that each such sub-contractor agrees to observe the restrictions on use of PAF® Data contained in these Customer Terms and that the Customer is responsible for any breaches of those terms by such sub-contractor.

4. Personal rights

Customer rights are personal, limited and non-transferable.

5. Royal Mail's IPR notice

The Customer acknowledges that Royal Mail is the owner of the intellectual property rights in PAF® Data and the PAF® brand and it does not acquire and is not granted any rights to use those intellectual property rights other than as set out in these Customer Terms.

6. Cessation of use of PAF® Data

Customers must cease use of PAF® Data if their right to use PAF® Data is terminated and also destroy any copies of PAF® Data they hold.

7. PAF® use by End Users

Customers must ensure that:

(a) These Customer Terms bind their End Users,

(b) Only their End Users exercise the use rights of Solutions and PAF® Data granted to Customers further to these Customer Terms, and

(c) In the event of termination or expiry of Customers' rights to use Solutions and PAF® Data, the rights of End Users to use them also terminate.

Schedule 2
Postal Address File (PAF) Usage return form
for Royal Mail Group (RMG) royalties



Land &
 Property
 Services
 Seirbhísí
 Talún agus
 Maoinne

Where You make use of organisation name, and/or Unique Delivery Point Reference Number (UDPRN) elements of Pointer (either in isolation or in conjunction with any other PAF elements) this will constitute Full PAF.

Where You make use of only the postcode and/or post town elements of Pointer, this will constitute Part PAF.

PAF record element (within Pointer)	Part PAF	Full PAF
Postcode	✓	✓
Post Town	✓	✓
Organisation Name		✓
Unique Delivery Point Reference Number (UDPRN)		✓

Where You use either Full PAF or Part PAF elements in Your use of the IP, RMG requires that You pay royalties to them (unless you already hold a valid and current RMG PAF® Corporate Licence, Public Sector Licence (PSL) or Charitable Organisation Licence (COL)). Therefore can you please supply the following information:

A

Do you hold a valid current Royal Mail Group (RMG) PAF® Corporate Licence? Yes No

If yes, please provide the name of the Corporate Licence holder:

Do you hold a valid current RMG PAF® Public Sector /Charitable Organisation Licence? Yes No

If yes, please provide your Licence number: PSL/COL

Please complete all sections UNLESS you answer Yes to any question in Section A (where this applies please ignore Sections B & C and go straight to Section D).

B Pointer - Internal Business Use

Provide the number of End Users

C Pointer - website use? Yes No (If No please ignore remaining part of Section C)

Full PAF - Estimated number of transactional clicks

Part PAF - Estimated number of transactional clicks

Please indicate how you wish to pay: per transaction annual website use licence fee

D

Do you use the PAF data to carry out any data cleansing activities for other customers? Yes No

Contact Name: Organisation Name:

Address:

Telephone Number: Email: