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Aerial Photography: General Licence Usage

STANDARD TERMS AND CONDITIONS OF SALE

1. Definitions – Aerial Photography Purchases

- **GETMAPPING Ltd** of (Trading Address) The Barn, Aincroft, Cove Road, Fleet, Hampshire, GU51 2RT (“Getmapping”)
- "Service" means Getmapping's digital download service and/or Imagexpress Plus™ service. Both these services are available at Getmapping's website www.getmapping.com
- "Customer" means the customer of the Service.
- "Image" means the digital aerial photographic image(s) delivered to the Customer by the Service.
- "Fee" means the price to be paid by the Customer to Getmapping for the Image.
- "Agreed Use" means for the Customer's own personal use or internal business use only. The Customer can use the Image to make up to 10 hardcopy reproductions (e.g. print outs or inclusions in a publication or marketing material). The Customer is not allowed to make more than 10 reproductions of the Image unless the Customer has purchased a Reproduction Licence from Getmapping that specifies a reproduction quantity greater than 10.
- "Licence" means the licence granted by these terms and conditions.

2. Usage Terms and Conditions

- Getmapping grants the Customer a non-exclusive, non-transferable licence to use the Image for the Agreed Use. For the avoidance of doubt, the Image shall not be resold, used for public broadcast, general publication, published on the Internet or used on web pages. Please contact Getmapping if alternative licensing is required.

- The Customer acknowledges that Getmapping is the owner of all the intellectual property rights in the Image and agrees not to do anything that is inconsistent with those rights. In particular, the Customer shall ensure that use of the Image shall include a copyright notice stating that the Image is the property of Getmapping.

- Whilst Getmapping endeavours to ensure that the Image is correct, no warranty, express or implied, is given as to its accuracy and Getmapping does not accept any liability for error or omission. In particular, Getmapping reminds you the Customer that the contents of an Image can only be what was visible at the date the photograph was taken and does not include subsequent changes.

- Notwithstanding anything else in these terms, the Customer shall not make use of the Image for any purpose that might, in the reasonable opinion of Getmapping, be derogatory of Getmapping.

- Getmapping will use reasonable endeavours to deliver the Image to the Customer either on screen (in the case of the imagexpress plus™ service), or by email or downloaded (in the case of the digital download service) within 24hours of an accepted order placed by the Customer via the digital download service unless prevented by circumstances beyond its control.

- Getmapping cannot be held responsible for any deliveries that are delayed, cannot be made due to circumstances beyond its control, or if the Customer provides incorrect email delivery details (in the case of the digital download service).

- The Service uses Ordnance Survey's Address Point™ to locate into the imagery. The Customer accepts that the search mechanism is only accurate subject to the OS Address Point™ specification (see www.ordnancesurvey.co.uk).

- It is possible that certain searches using the search mechanisms provided may result in a full viewer of imagery not being displayed. This can occur when an area of photography requested is not available. In this situation customers will not be charged for the areas that are unavailable.

- In the case of ‘payment on account’ being authorised to a customer, the Fee shall be paid by the Customer within 7 days of the date of invoice. If payment is delayed the Customer shall be liable, without limitation to Getmapping's other rights, to pay interest on the monies owing at a rate of 2 per cent per month or part month.

- Getmapping shall not be liable for any economic, indirect, unforeseeable or consequential loss or damage, whether from negligence or otherwise, arising in connection with the use of the Image or the Service.

- Save for those express obligations contained in these terms and conditions, Getmapping does not warrant or guarantee the merchantability or satisfactory nature or fitness for any purpose of the Image or anything else supplied. Getmapping hereby excludes all warranties, conditions, representations or other terms, whether implied in contract or in statute or arising in any other manner in connection with these terms and conditions save where it is unlawful by statute to exclude such liability.

- Getmapping's total liability shall be limited to the amount of the Fee. Once this amount has been reached, whether this be for one or several connected or unconnected events, Getmapping's liability shall cease.

- Getmapping may terminate this Licence forthwith by written notice if the Customer is in breach of these terms and conditions.

- Upon the termination of this Licence the Customer shall immediately, cease to use the Image and shall return it to Getmapping immediately. If requested the Customer shall confirm in writing that this has been done.

- The Customer may not assign, transfer, sub-contract, charge or otherwise part with this Licence or any rights or obligations under it.

- Getmapping may assign, transfer, sub-contract, charge or otherwise part with this Licence or any rights or obligations under it.

- The Customer hereby grants Getmapping such rights as it may reasonably require to ensure compliance with these terms and conditions.

- These terms and conditions constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, negotiations and discussions between the parties hereto relating thereto. These terms and conditions may only be varied in writing by a director of Getmapping and an authorised representative of the Customer.

- If any of these terms and conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or enforceable, it shall be severed and deleted from the clause concerned and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

- These terms and conditions shall be governed by and construed in accordance with the laws of England and the parties accept the jurisdiction of the courts of England.

End User Licence: Online Usage Licence

Granted by

GETMAPPING Ltd of (Trading Address) The Barn, Aincroft, Cove Road, Fleet, Hampshire, GU51 2RT ("Getmapping")

FRAMEWORK STANDARD TERMS AND CONDITIONS OF SALE

3. Definitions:

- "Contract" shall be deemed to mean the appropriate Getmapping proposal or quotation as countersigned by the Customer, together with these Conditions of Sale and any attached or referred document accepted by Getmapping and including the Specific Use Licence appended hereto ("Appendix A").

- "Customer" shall mean the person ,firm or company listed as such herein and/or stated in the proposal or quotation and listed in the Specific Use Licence appended hereto as "the Licensee" and shall include its heirs, successors in title permitted assigns and personal representatives.

- "Price" shall mean the sum payable to Getmapping by the Customer for the supply of the product(s).

- "Product" means Getmapping Aerial Imagery, Digital Height data, Digital Mapping, National Datasets, NEXTMap® data, AeroGRID® data, LiDAR data, and other data (whether in eye readable form or otherwise) and any part thereof as set out in the applicable proposal or quotation.

4. Contract Acceptance:

- The Contract shall be effective only from the date of acknowledgement by Getmapping of receipt and acceptance of the Customer's intent to purchase.

5. Price:

- Delivery of the product will be made ex-works Getmapping's premises, unless otherwise stated. Getmapping will arrange for delivery of the Products to the Customer either physically or online. Prices are exclusive of VAT which shall be payable by the Customer at the current rate on the day of the invoice.

6. Payment:

- The Customer shall pay Getmapping in accordance with the payment quoted in the Webshop online or Proposal. If no payment via our online Webshop is offered, Getmapping shall send an invoice for the full Price to the Customer upon acceptance of the Contract. All payments shall be due within 7 days of the date of the invoice. If the Customer fails to make any payment on or before the due date, Getmapping shall have the right to suspend all further work or deliveries until such default is made without prejudice.

- Title to the Product shall remain with Getmapping and shall not pass to the Customer until Getmapping has received payment in full for the same.

7. Rights in Product – Specific Licensed Use:

- The customer acknowledges that copyright subsists in the Product and that all property and other rights in the Product and all trademarks and logos used in or in relation to the Product shall remain in Getmapping or its licensors.

- Subject to payment of the Price, Getmapping grants the Customer a non exclusive non-transferable right to use the Product for its own internal purposes, which shall not include any right to sell, supply or disclose the Product to any third party including subsidiary, associated or parent companies of the Customer or to deal in the Product in any other way.

- The customer may use printed copies of the product for internal business use purposes.

- Dissemination of the Product through Publicly accessible internet sites require additional rights to be granted by Getmapping as are defined and granted within the **Online Usage Specific Use Licence** available in **Appendix A** attached.

8. Delivery Time

- Getmapping shall not be liable for any damage resulting from any failure to deliver or perform by such delivery dates howsoever caused and any period or date for delivery or performance is an estimate only.

9. Termination

- Getmapping shall have the right to terminate the Contract in whole or in part, if the Customer defaults in or commits any breach of any of its obligations to Getmapping. In such an event no refund of the Price (or part thereof) shall be due to the Customer, and such termination shall not prejudice or restrict the rights or remedies of Getmapping. In the event of early termination or cancellation by the Customer, Getmapping shall make no refund of the Price (or part thereof).

10. Force Majeure

- Getmapping shall not be liable for any failure to perform its obligations arising from circumstances outside of its control including (without limitation) acts of God, war, riots, explosions, abnormal weather conditions, fire, flood, strikes, Government action, delay by suppliers, accidents and shortages of materials, labour or manufacturing facilities.

11. Notices

- Any notice or other communication sent to either party shall be sufficient if sent in writing to that party's address last known to the other party or to any address notified to the other party for that purpose.

12. General

- The contract constitutes the entire agreement between Getmapping and the Customer with respect to the Products and supersedes all prior representations, agreements or arrangements whether oral or in writing relating to the subject matter hereof.

- Each of the sub-clauses of the Conditions and the Contract is to be treated as separate and independent and if any provisions hereof is or becomes illegal or void then the remaining provisions shall remain in full force and effect.

- No variation to the conditions or the Contract shall be effective unless in writing signed by the authorised representatives of both parties.

13. Assignment

- Neither party shall assign the contract or any part thereof without prior written approval of the other party.

14. Law

- These conditions and any contract between the customer and Getmapping shall be governed by English Law. The parties agree to submit to the jurisdiction of the English Courts.

15. Waiver

- Any failure, delay or indulgence on the part of Getmapping in exercising any power or right conferred hereunder shall not operate as a waiver of such power or right to preclude the exercise of any other right or remedy hereunder.

16. Warranty

- Getmapping will rectify or replace, at its option, any of the Products found within a period of 30 days from delivery to be defective due to failure to comply with their description due to failure by Getmapping to exercise reasonable skill and care, Provided that:

    a. Notice is given to Getmapping by the Customer in writing, outlining the alleged defect and has returned the Product to Getmapping at the Customers risk and expense

    b. The Product has not been subjected to any misuse or modified in any way by the Customer.

    c. The defect is not due in whole or in part to any default or act or omission of the Customer.

- The provisions of this clause foregoing represent the entire liability of Getmapping in respect of a defective product.

- All other conditions, warranties of any kind, written, oral, statutory, express or implied by statute or common law with respect to the Product provided hereunder including but not limited to the implied warranty of satisfactory quality, merchantability and fitness for purpose are hereby excluded.

- These provisions state the entire obligation of Getmapping with respect to the products and in no event shall Getmapping be liable in any way for any loss of profit, turnover, economic or consequential loss suffered by the customer or any third party arising directly or indirectly from the contract.

- Nothing in these conditions affects the liability of Getmapping for death or injury caused by Getmapping's negligence.

APPENDIX A

ONLINE SPECIFIC USE LICENCE

Granted by

GETMAPPING Ltd of (Trading Address) The Barn, Aincroft, Cove Road, Fleet, Hampshire, GU51 2RT ("Getmapping")

To the Customer/Licensee:

- The Licensee acknowledges that copyright subsists in the Product and that all property and other rights in the Product and all trademarks and logos used in or in relation to the Product shall remain in Getmapping or its licensors.

- Getmapping grants the Licensee a non exclusive non-transferable right to use the Product for its own internal purposes

- Getmapping grants the Licensee an additional nonexclusive non-transferable right to use the Product for online usage, specifically:

    - Display on any website or web-portal
    - Display on all social media platforms
    - Use for internal and customer presentation
    - Use in press release with limited print run of not more than 5000

- Such rights shall be restricted to displaying the Product up to the resolution agreed, within a view window such that the Product is imprinted with an agreed watermark and/or that a copyright acknowledgement to Getmapping is visible at all times in the following form: Copyright Getmapping PLC.

- Getmapping shall not be liable for any loss or damage suffered by the Licensee or by any third party arising from the use of any of the Product for the above specified purposes.

- This licence is perpetual and extends to include Worldwide Coverage unless otherwise stated.