

ROYAL MAIL GROUP – ADDRESS MANAGEMENT UNIT

PAF® DIRECT END USER LICENCE – FREE END USE BY CHARITIES

Introduction

- This licence permits the use of PAF® Data by an end user who is eligible for use of PAF® Data without payment of licence fees.
- By using PAF® Data you accept the terms of this Agreement – if you do not wish to be bound by the terms of this Agreement you should cease use of PAF® Data.
- Details of other licences available for the use of PAF® Data can be found at the PAF® Licensing Centre.

1. GRANT

- 1.1 Royal Mail grants you a non-transferable non-exclusive limited revocable right for the Term to use PAF® Data in accordance with the End User Terms and any additional user terms which may apply.
- 1.2 You may not use PAF® Data under this Licence unless you also have a valid data supply agreement (as available from the PAF® Licensing Centre).
- 1.3 Your rights to use PAF® Data under this licence do not permit any act which is licensed by Royal Mail under another of its Standard PAF® Licences.
- 1.4 You may use your Solutions to exercise the rights granted further to clause 1.1, subject to the terms of this Licence.
- 1.5 Your rights to use PAF® Data are only those set out in this clause and you may not sublicense those rights except in accordance with this Licence.

2. TERM

- 2.1 This Licence shall commence on the Effective Date and continue for one year, after which, subject to clause 2.2, it shall automatically renew for further periods of one year.
- 2.2 Either party may end this Licence by notifying the other party in writing at least three months before the end of the applicable Licence Year.

3. CONDITIONS OF USE OF PAF® DATA

- 3.1 Your right to use PAF® Data under this Licence is subject to compliance with the End User Terms.
- 3.2 You must use Solutions and PAF® Data in accordance with applicable law.
- 3.3 Except as permitted by this Licence you must not:
 - 3.3.1 display or communicate to the public any PAF® Data,
 - 3.3.2 transfer, assign, sell or license PAF® Data or its use to any other person, or
 - 3.3.3 copy, reproduce, extract, reutilise or publish PAF® Data or any of it.
- 3.4 You must not remove any notice relating to Royal Mail's intellectual property rights in PAF® Data.
- 3.5 You may not advertise or promote Solutions as endorsed or approved by Royal Mail.

4. REPORTING

You will perform your obligations set out in Schedule 2.

5. **ROYAL MAIL RIGHTS**

You acknowledge that Royal Mail is the owner of the intellectual property rights in PAF® Data and the PAF® brand and you do not acquire and are not granted any rights to use those intellectual property rights other than as this Licence expressly sets out.

6. **CHANGES TO THE LICENCE**

6.1 Except as set out in this clause, the terms of this Licence may only be changed if Royal Mail and you agree in writing.

6.2 Royal Mail may change the terms of this Licence on giving 3 months' notice published on the PAF® Licensing Centre:

6.2.1 where such change has previously been notified to and discussed with the PAF Advisory Board and OFCOM (or their respective successor bodies), or

6.2.2 if the change is necessary to comply with the law.

7. **PAF® DATA QUALITY**

7.1 Royal Mail does not warrant the accuracy or completeness of PAF® Data or that it will meet any of your requirements.

7.2 The terms of this Licence exclude all warranties and conditions and any other term implied by any law, to the maximum extent permitted by law.

8. **CONFIDENTIALITY**

8.1 The Parties shall in relation to any Confidential Information disclosed to one of them by or on behalf of the other:

8.1.1 keep it confidential and not disclose it to any other person other than to its professional advisers, employees, agents and contractors on a need to know basis,

8.1.2 apply to the Confidential Information no lesser degree of care than that which a reasonable person would take in protecting its own confidential information, and

8.1.3 use the Confidential Information only for the purposes of this Licence.

8.2 The obligations contained in this clause shall not apply to any Confidential Information:

8.2.1 which is lawfully available to the public otherwise than through breach of this Licence,

8.2.2 which was disclosed to one Party by a third party legally in possession of the Confidential Information and who was not restricted from disclosing it, or

8.2.3 independently created or already in the possession of one Party.

8.3 Notwithstanding the provisions of this clause 8, Royal Mail shall be entitled, without further notice to you, to publish your registered charity name, number and postcode on the PAF® Licensing Centre so that Solutions providers can verify your entitlement to use PAF® Data without payment of licence fees, which they have a legitimate interest to do.

9. **LIABILITY**

9.1 There is no limit on your liability for losses Royal Mail incurs arising out of a breach of clauses 1, 3 and 5 or an infringement of Royal Mail's intellectual property rights.

9.2 Except as set out in clause 9.1 neither Party is liable to the other for any:

9.2.1 loss of profit, revenue, use of an asset, productivity, reputation, or data (whether any of those are direct or indirect losses), or

9.2.2 indirect or consequential losses.

9.3 Subject to clauses 9.1, 9.2 and 9.4 the total liability of either Party for all claims arising in relation to this Licence in a Licence Year shall not exceed the amount of £15,000 in that Licence Year.

9.4 Nothing in this Licence limits either Party's liability for personal injury or death caused by negligence or for fraud, or for breach of clause 8.

10. **ENDING THE LICENCE**

Royal Mail may terminate this Licence immediately on giving you notice if:

(a) you breach any of the terms of this Licence and, if that breach is capable of remedy, have failed to remedy it within 30 days of a notice from Royal Mail notifying you of the breach, or

(b) you become Insolvent.

11. **AFTER THE END OF THE LICENCE**

11.1 Termination of this Licence does not affect any rights to enforce this Licence which have already arisen.

11.2 The provisions of clauses 4, 8, 9, 11, 13 and 14 remain in force between you and Royal Mail after termination of this Licence.

11.3 With effect from the End Date:

11.3.1 the licence granted under clause 1 ceases and you have no right to use PAF® Data except as this clause permits;

11.3.2 within 12 months of the End Date you must destroy all copies of PAF® Data that you hold and certify to Royal Mail that this has been done; and

11.3.3 you may retain one copy of PAF® Data for archive purposes to be used only for reviewing your compliance with this Licence, satisfying legal or regulatory requirements, or in connection with legal proceedings.

12. **MATTERS OUTSIDE THE PARTIES' CONTROL**

Neither Party will be liable for any failure to perform its obligations under this Licence if that failure is caused by a matter outside its reasonable control, but only if that Party:

(a) gives the other Party notice of that matter as soon as it can;

(b) continues to perform its obligations as much as possible apart from that matter;

(c) does what it can to minimise the effect of that matter; and

(d) restarts performance of all its obligations as soon as the effect of the matter has ended.

13. **TRANSFER, RIGHTS AND OBLIGATIONS OF THIRD PARTIES**

13.1 You may not assign your rights under this Licence to any person.

13.2 You may permit your sub-contractors to use PAF® Data in accordance with paragraph 3 of the End User Terms.

13.3 If you permit access to PAF® Data to sub-contractors further to clause 13.2 you are liable for any breaches of the terms of this Licence by any sub-contractor.

13.4 Your sub-contractors may only use PAF® Data as set out in this clause.

14. **GENERAL MATTERS**

- 14.1 This Licence is governed by the laws of England and Wales. The Courts of England and Wales will determine any disputes arising over the terms of this Licence or your use of PAF® Data.
- 14.2 Royal Mail may notify you of communications required to be given further to this Licence using the PAF® Licensing Centre, provided that it emails you (at the email address you have notified to Royal Mail) of the posting of such communications at the PAF® Licensing Centre.
- 14.3 Except as permitted by clause 14.2, communications required to be given further to this Licence must be given in writing (and not by email) to a Party at its address notified during Licence Registration or, in Royal Mail's case, on the PAF® Licensing Centre (or as otherwise notified in writing). A notice served by hand is served when delivered, a notice sent by first class post is served 48 hours after posting and a notice served by fax is served when the fax is sent. If the communication is sent by a postal delivery service providing a written record of sending and delivery, the communication will be deemed to have been delivered on the date indicated in the record.
- 14.4 This Licence sets out the only terms on which you may use PAF® Data for the purposes set out in this Licence and replaces any other terms or agreements between the Parties in relation to the use of PAF® Data for such purposes. You acknowledge that when you entered this Licence you did not rely on any statements or promises in relation to PAF® Data which are not contained or specifically referred to in this Licence.
- 14.5 This Licence does not confer any benefits on any persons other than Royal Mail and you.
- 14.6 Royal Mail may in any particular case give you additional time to comply with your obligations under this Licence or decide not to exercise its rights, but this does not affect Royal Mail's right to enforce the terms of this Licence generally.

15. DEFINITIONS AND INTERPRETATION

- 15.1 In this Licence the following terms have the following meanings:

address	refers to an address to which mail can be delivered
Confidential Information	information of a confidential nature in whatever form and whether or not marked as confidential, relating to the business of a Party
Data Cleansing	the processing of existing data records using PAF® Data: <ul style="list-style-type: none"> (a) including validating, reformatting, correcting or appending additional data to those records, and (b) including the use of PAF® Data within address capture applications, but (c) not including Data Extraction (whether carried out by an address capture application or otherwise), and Cleansed shall be read accordingly
Data Extraction	the use of PAF® Data or any part of it for the generation of new address records in a new or existing database
Effective Date	the date notified to you by Royal Mail in its acceptance of your Licence Registration application
End Date	the date of expiry or termination of this Licence further to its terms
End User Terms	the terms set out in Schedule 1

Extracted Data	data created as a result of Data Extraction
Insolvent	in respect of a person, means that they are unable to pay their debts as they fall due, have a receiver or administrative receiver appointed over any of their assets, are the subject of an administrator's appointment or any steps taken or documents filed for such an appointment, make any arrangement with their creditors, enter into liquidation, cease to do business, or suffer an equivalent event in any territory in which they do business
Licence Registration	refers to your application for this Licence made through the PAF® Licensing Centre
Licence Year	each consecutive 12 month period during the Term (the first such period beginning on the Effective Date), and the period between the last day of such 12 month period and the End Date
Maximum Data Return	means 100 address records
month	refers to a calendar month
Multiple User Block	as defined in Schedule 2 paragraph Error! Reference source not found.
Organisation Use	as defined in Schedule 2 paragraph Error! Reference source not found.
PAF® Data	Royal Mail's database known as PAF®, and including the database known as the "Alias File"
PAF® Licensing Centre	Royal Mail's website at www.poweredbypaf.com/licensing-centre or such other website as Royal Mail may notify further to this Licence
Party	either Royal Mail or you (and Parties shall be read accordingly)
Report	as defined in Schedule 2 paragraph 1(b)
Royal Mail	Royal Mail Group Limited, acting by its Address Management Unit
Solution	a product or service or other solution which benefits from or includes PAF® Data (including the provision of PAF® Data itself), in whatever form, however produced or distributed and whether or not including other functionality, services, software or data
Standard PAF® Licence	a licence (other than a licence on the terms of this Licence) for the use of PAF® Data on standard terms for specified uses made generally available by Royal Mail on the PAF® Licensing Centre or otherwise
Substantially All Database	a database which on its own or as part of another database comprises all or substantially all the addresses in the United Kingdom or any of England, Wales, Scotland or Northern Ireland
Term	the period during which this Licence is in force according to its terms
Transaction	means, in response to a query relating to any part of the PAF® Data, the verification of that query or the return of data of up to the Maximum Data

Return:

- (a) whether the whole or part of address records are returned
- (b) including any further searches within such returned data, which shall not be considered a further "Transaction" provided that no additional data is returned, and
- (c) not including returns of data in excess of 100 address records, which shall be considered as further "Transactions" by reference to the number of address records returned in hundred multiples

User an individual authorised by you to use a Solution

Website a website, application or other remotely-enabled means of communicating with your customers for products and services, made generally available to such customers

Website Use the use of PAF® Data to capture or verify address details of users of your Website where:

- (a) Website users are not your employees or concerned with the provision of services to you (unless acting in a personal capacity), and
- (b) neither the use of the Website or your product and service offering is connected with the management of address data or Data Cleansing, and
- (c) the address capture or verification is carried out for the purpose of the receipt of products or services enabled by the Website

Working Day Monday to Friday excluding bank and public holidays in England and

you the licensee entity specified during Licence Registration (and **your** shall be read accordingly)

15.2 In this Licence (unless the context otherwise requires) words following words such as "includes", "including" and "in particular" are read without limitation, and references to a person are to any natural or legal person whether incorporated or not.

Schedule 1

End User Terms

1. **Permitted use of Solutions**

You may freely use PAF® Data in Solutions in accordance with these End User Terms.

2. **Conditions of use**

- (a) You must not make copies of PAF® Data except as permitted by these End User Terms or reasonably necessary for back-up, security, business continuity and system testing purposes.
- (b) You may use PAF® Data for Data Extraction but Extracted Data:
 - (i) may only be accessed by Users, and
 - (ii) must not be supplied or any access to it provided to any third party.
- (c) You may provide access to Cleansed data to third parties provided that if such databases are Substantially All Databases:
 - (i) such databases are not represented or held out as a master, original or comprehensive address database or other similar description;
 - (ii) the access is provided in the course of your normal data supply or routine business activities and is not carried on as a business in its own right; and
 - (iii) the provision includes a prominent notice that the relevant Cleansed data has been cleansed against PAF® Data.
- (d) You 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 End User Terms, you must not:
 - (i) transfer, assign, sell or licence Solutions or their use to any other person;
 - (ii) 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
 - (iii) copy, reproduce, extract, reutilise or publish Solutions or any of them.

3. **Subcontracting**

You may provide PAF® Data to your subcontractors who may use it to the extent necessary for:

- (a) the provision of information technology services to you; or
- (b) acting on your behalf,

in each case for your 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 End User Terms and that you are responsible for any breaches of those terms by such sub-contractor.

4. ***Personal rights***

Your rights are personal, limited and non-transferable.

5. ***PAF® use by Users***

You must ensure that:

- (a) these End User Terms bind your Users;
- (b) only your Users exercise the use rights of Solutions and PAF® Data granted to you further to these End User Terms; and
- (c) in the event of termination or expiry of your rights to use Solutions and PAF® Data, the rights of Users to use them also terminate.

Schedule 2

Reporting

1. Reporting and information provision

- (a) You must notify us of any material changes to the information about you provided during Licence Registration as soon as reasonably practicable.
- (b) Within 10 Working Days of the start of each Licence Year you must report to us the use of PAF® Data made by you using our reporting forms (as we update them from time to time) (**Report**).
- (c) You must notify us of any changes to your use of PAF® Data as soon as reasonably practicable.
- (d) On our request from time to time you must provide us with the details of your use of PAF® Data as required by our reporting rules published from time to time on the PAF® Licensing Centre. We will not make such requests more than once in any Licence Year, unless such requests arise out of breaches of this Licence or inconsistencies in Reports.

Maximum Data Return

- (e) You must ensure that no single Transaction results in a return of PAF® Data exceeding the Maximum Data Return.

2. Audit

- (a) You must keep an accurate record of all PAF® Data use and reporting under this Licence and retain it for a minimum of 6 years after the relevant use or transaction.
- (b) You will permit us to audit records kept further to paragraph 4(a) and provide all reasonable co-operation and assistance to us and our authorised agents in relation to audits. This includes, on reasonable prior notice, granting access to relevant premises during working hours to inspect relevant accounts and records for verifying compliance with the terms of this Licence, and a right to copy any such records for that purpose.
- (c) We will not carry out audits more than once in any Licence Year unless we reasonably suspect that you have failed to comply with the Licence.
- (d) Where through an audit or otherwise it is identified that you have failed to comply with any obligation under the Licence, you will promptly take the necessary steps to comply with the obligation.
- (e) We will bear the costs of audits unless:
 - (i) an audit shows that you did not comply with the terms of the Licence; or
 - (ii) we notify you of an audit but are not provided with access to your premises further to paragraph 2(b),

in which case you will reimburse us our reasonable costs of audit, including any agents' fees, within 10 Working Days of our request.